

Jennifer Wood
Mayor

Chuck McGuire
Mayor Pro Tem

Bill Smith
Council Member

James Gray
Council Member

Rick Warren
Council Member



AGENDA

CITY OF CALIFORNIA CITY CITY COUNCIL

REGULAR MEETING

Tuesday, October 27, 2015

Special Closed Session – 5:00 P.M.
Regular Meeting Starts – 6:00 P.M.

Council Chambers
21000 Hacienda Blvd.
California City, Ca 93505

If you need special assistance to participate in this meeting, please contact the City Clerk's office at (760) 373-7140. Notification of 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 American Disabilities Act Title II)

NOTE: Any writings or documents provided to a majority of the City Council regarding any item on this agenda is available for public inspection in the City Clerk's office at City Hall located at 21000 Hacienda Blvd, California City, Ca during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable laws. These writings are also available for review in the public access binder in the Council Chambers at the time of the meeting.

LATE COMMUNICATIONS: Following the posting of the agenda any emails, writings or documents that the public would like to submit to the council must be received by the City Clerk no later than 3pm the Monday prior to the meeting. Past that deadline citizens may bring these items directly to the meeting. Please bring 10 copies for distribution to council, staff and the public.

Agenda
October 27, 2015

*****At this time, please take a moment to turn off your cell phones*****

5:00 P.M.
CLOSED SESSION

CALL TO ORDER

ROLL CALL

Councilmembers Gray, Smith, Warren, Mayor Pro Tem McGuire, Mayor Wood

ADOPT AGENDA

PUBLIC COMMENTS

Members of the public are welcome to address the City Council only on those items on the Closed Session agenda. Each member of the public will be given three minutes to speak.

CLOSED SESSION / SUCCESSOR AGENCY

CS 1. Pursuant to Cal Gov't Code §54956.9(d): Potential Litigation (2) Cases

CS 2. Pursuant to Cal. Gov't Code §54957; Public Employee: City Manager Evaluation -
Police Operations

REPORT OUT OF CLOSED SESSION

RECESS:

6 P.M.
REGULAR MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE / INVOCATION

ROLL CALL

Councilmembers Gray, Smith, Warren, Mayor Pro Tem McGuire, Mayor Wood

CITY CLERK REPORTS / LATE COMMUNICATIONS

PRESENTATIONS

Police Chief Hurtado - Life Saving Medal

Keith Middleton – September's Treasurer Report

STAFF ANNOUNCEMENTS / REPORTS

Police Chief Hurtado – Department Update

Fire Chief Armstrong – Department Update

Public Works Director Platt – Department Update

Finance Director Rudy Hernandez – Department Update

Brenda Daverin – Parks and Recreation Update

City Manager Weil – City Updates

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CIVIC / COMMUNITY / ORGANIZATIONS ANNOUNCEMENTS

PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the City Council on any matter not on this agenda, and over which the City Council has jurisdiction. Please state your name for the record and limit your comments to three minutes.

CONSENT CALENDAR

All items on the consent calendar are considered routine and non-controversial and will be approved by one motion if no member of the Council, staff or public wishes to comment or ask questions. (Public comments to be limited to three minutes) Roll call vote required.

CC 1. CITY CHECK REGISTERS dated through 10/22/15 **PAYROLL REGISTER** 09/22/15 – 10/05/15

CC 2. MINUTES: Special Meeting dated 06/30/15

Waive reading of subject minutes, approve as written, and order filed.

CC 3. READING OF ORDINANCES

Waive reading in full of all ordinances under consideration, and direct the City Clerk to read by title only

Adopt Ordinance No. 15-738 of “**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY AMENDING THE CALIFORNIA CITY ZONING REGULATIONS TO INCLUDE DANCE STUDIO AS A PERMITTED USE IN THE C2 COMMUNITY COMMERCIAL, C4 SERVICE COMMERCIAL AND CS REGIONAL COMMERCIAL DISTRICTS AND AS A CONDITIONAL USE IN THE C1 NEIGHBORHOOD COMMERCIAL AND C3 COMMERCIAL OFFICE DISTRICTS**”

CC 4. California City Police: Kern County Real Estate Investigation Grant Award

CC 5. California City Proclamation: National Massage Therapy Awareness Week October 25-31, 2015

CC 6. California City Fire: Budget Transfer Request

CC 7. California City Police: Proposed Police Dispatch Supervisor position

CC 8. Side Letter of Agreement between City of California City and California City Misc. Employees Association October 2015

CONTINUED BUSINESS

CB 1. McLarens Global Claim Services: Pool House Insurance Settlement – City Manager Weil

Recommendation:

Council discuss, and approve the offer of McLarens Global Claims Service in the amount of 563,181.

NEW BUSINESS

NB 1. Fire Department: OHV Incident Billing – Fire Chief Armstrong

Recommendation:

Council to discuss and approve the OHV rescue cost recovery rate of \$350. as presented

NB 2. Fire Department: California Incident Command Certification Systems (CICCS) Red Cards – Fire Chief Armstrong

Recommendation:

Council discuss, approve the Fire Department Policies 631 and 1044 and authorize the Fire Chief to adopt CICCS as its Standard Incident Qualification

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**NB 3. City Council Chambers and City Hall Lobby: Proposed Carpet Replacement –
Public Works Director Platt**

Recommendation:

Council discuss and approve Moses Master Carpet in the amount of \$7,490.23

NB 4. The City's 50th Anniversary Celebration – City Clerk Hilliker

Recommendation:

Council discuss and approve as presented, not to exceed a total amount of \$3000.

COUNCIL AGENDA

This portion of the meeting is reserved for council members to present information, announcements, and items that have come to their attention. The Brown Act precludes Council, staff or public discussion. Short staff responses are appropriate. The Council will take no formal action. A Council member may request the City Clerk to calendar an item for consideration at a future meeting, or refer an item to staff.

- 1) AB 1234 Reports
- 2) Council Items

Councilmember Warren
Councilmember Gray
Councilmember Smith
Mayor Pro Tem McGuire
Mayor Wood

ADJOURNMENT

AFFIDAVIT OF POSTING: This agenda was posted on all official City bulletin boards, the City's website and agenda packets were completely accessible to the public at City Hall at least 72 hours prior to the Council Meeting.

Denise Hilliker, City Clerk

California City, California 93505
TREASURER'S MONTHLY REPORT OF INVESTMENT
September 2015

The general investment portfolio consists of funds for operations, capital improvement projects (CPI), water rate stabilization, administration replacements and reserves.

General Investment Accounts	Balance on	Net	Balance	Percent
Updated Quarterly -->	8/31/2015	Transactions	9/30/2015	of Total
Local Agency Investment Fund (122)	\$ 3,007,049	\$ (1,000,000)	\$ 2,007,049	29.07%
Updated Monthly-->	8/31/2015		9/30/2015	
Kern County Investment Fund (20202)	\$ 4,004,089	\$ -	\$ 4,004,089	58.00%
Total Investment Accounts	\$ 7,011,138	\$ (1,000,000)	\$ 6,011,138	87.07%
General Operating Accounts	8/31/2015	Gain/Loss	9/30/2015	
Bank of the Sierra -- General Checking	\$ 520,369	\$ 370,633	\$ 891,002	12.91%
Petty Cash - City Hall	\$ 500	\$ -	\$ 500	0.01%
Petty Cash - City Manager	\$ 200	\$ -	\$ 200	0.00%
Petty Cash - Fire	\$ 250	\$ -	\$ 250	0.00%
Petty Cash - Police	\$ 250	\$ -	\$ 250	0.00%
Petty Cash - Parks & Recreation	\$ 100	\$ -	\$ 100	0.00%
Total Operating Accounts	\$ 521,669	\$ 370,633	\$ 892,302	12.93%
Total General Accounts	\$ 7,532,807	\$ (629,367)	\$ 6,903,440	100.00%

Other Agency Accounts				
Checking Accounts	8/31/2015	Gain/Loss	9/30/2015	
Bank of the Sierra -- Successor Agency	\$ 249,492	\$ (33,027)	\$ 216,465	0.25%
Bank of the Sierra -- SDI Account	\$ 67,276	\$ (7,089)	\$ 60,187	0.07%
Bank of the Sierra -- OHV Permits	\$ 23,400	\$ -	\$ 23,400	0.03%
Total Checking Accounts	\$ 340,168	\$ (40,116)	\$ 300,051	0.35%
Investment Account (Updated Monthly)	8/31/2015	Gain/Loss	9/30/2015	
US Bank Investments *	\$ 84,938,908	\$ (208,751)	\$ 84,730,156	99.65%
Total Investment Accounts	\$ 84,938,908	\$ (208,751)	\$ 84,730,156	99.65%
Total "Other Agency" Accounts	\$ 85,279,075	\$ (248,868)	\$ 85,030,208	100.00%

INVESTMENT POLICY

The Treasurer shall invest the City's monies as permitted in the City's approved investment policy. The Treasurer shall consider current and projected cash needs in making such investments.

* Contact City Treasurer for US Bank investment breakdown.

Keith L Middleton, Treasurer

presentations

California City, California 93505
TREASURER'S MONTHLY REPORT OF INVESTMENT
September 2015

US Bank		
Market Value Summary - CUSTODIAN ACCOUNT	8/31/2015	9/30/2015
Beginning Market Value	83,585,781	83,424,318
Investment Results	(161,463)	443,754
Ending Market Value	83,424,318	83,868,072
Market Value Summary - SUCCESSOR AGENCY Proj Area TAX INTEREST	8/31/2015	9/30/2015
Beginning Market Value	1	197,506
Investment Results	197,506	(197,506)
Ending Market Value	197,507	1
Market Value Summary - SUCCESSOR AGENCY Proj Area TAX PRINCIPAL	8/31/2015	9/30/2015
Beginning Market Value	-	455,000
Investment Results	455,000	(454,999)
Ending Market Value	455,000	2
Market Value Summary - SUCCESSOR AGENCY Proj Area TAX RESERVE	8/31/2015	9/30/2015
Beginning Market Value	862,082	862,082
Investment Results	-	-
Ending Market Value	862,082	862,082
Market Value Summary - (WASTEWATER SYSTEM IMPROV PROJ)	8/31/2015	9/30/2015
Beginning Market Value	-	-
Investment Results	-	-
Ending Market Value	-	-
Grand Total	84,938,908	84,730,156

Report Criteria:

Report type: Invoice detail

Bank Bank Number = 1

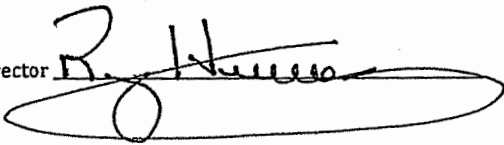
Check Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/15	10/15/2015	95531	So California Edison Co	City Electricity	5074, 0987, 4651 0	89,039.05	89,039.05
Total 95531:							89,039.05
10/15	10/15/2015	95532	So California Gas Co	2239-8, 3432-1	2239-8, 3432-1 101	29.54	29.54
Total 95532:							29.54
10/15	10/15/2015	95533	Verizon	Long Distance Service	7214 82Y 100215	7.04	7.04
10/15	10/15/2015	95533	Verizon	Long Distance Service	721482Y 100215	392.73	392.73
Total 95533:							399.77
10/15	10/15/2015	95534	Verizon California	City Telephone	SEE ATTACHED 091	3,767.89	3,767.89
10/15	10/15/2015	95534	Verizon California	9782 04,7338-08,1940-06,	SEE ATTACHED 092	389.21	389.21
Total 95534:							4,157.10
Grand Totals:							93,625.46

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 10-15-2015

Finance Director



CC1

Report Criteria:

Report type: Invoice detail

Bank Bank Number = 1

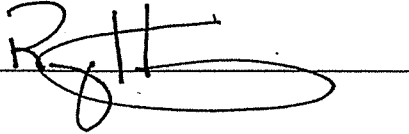
Check Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/15	10/16/2015	95535	AV Roofing	Emergency Roof Repair	AIRPORT TERMINA	4,120.00	4,120.00
Total 95535:							4,120.00
Grand Totals:							4,120.00

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 10-16-2015

Finance Director



Report Criteria:

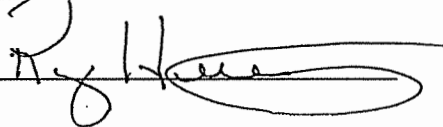
Report type: Invoice detail
Bank.Bank Number = 1
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/15	10/21/2015	95536	Andrew Parker	Construction Trash Dep Ref	BP15670	500.00	500.00
Total 95536:							500.00
10/15	10/21/2015	95537	Dmv Renewal	Application Fees	CF2898GM	36.00	36.00
Total 95537:							36.00
10/15	10/21/2015	95538	Erquiza, Jesus	Wtr Stby Refund 9032 Fuch	213-091-06	600.00	600.00
Total 95538:							600.00
Grand Totals:							1,136.00

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 10-21-2015

Finance Director



Report Criteria:

Report type: Invoice detail
Check.Check Number = 95539
Bank.Bank Number = 1
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/15	10/21/2015	95539	Optimist Club	Holiday Village Donation	10-21-15 EMAIL	2,000.00	2,000.00
Total 95539:							2,000.00
Grand Totals:							2,000.00

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 10-21-2015

Finance Director



Report type: Invoice detail
Bank.Bank Number = 1
Check.Voided = no

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/15	10/22/2015	95540	Ace Uniforms	Uniforms	276729	1,431.68	1,431.68
10/15	10/22/2015	95540	Ace Uniforms	Uniforms	276732	1,249.51	1,249.51
10/15	10/22/2015	95540	Ace Uniforms	Uniforms	276734	863.90	863.90
10/15	10/22/2015	95540	Ace Uniforms	Uniforms	276735	443.96	443.96
Total 95540:							3,989.05
10/15	10/22/2015	95541	Allstar Fire Equip, Inc	Helmets	184955	832.90	832.90
Total 95541:							832.90
10/15	10/22/2015	95542	Amber Chemical, Inc.	Hypochlorite Solution	0331931-IN	456.88	456.88
Total 95542:							456.88
10/15	10/22/2015	95543	American Messaging	Messaging Service	W4101307PJ	29.51	29.51
Total 95543:							29.51
10/15	10/22/2015	95544	AmeriPride	Uniform Maintenance	2100472461	117.20	117.20
Total 95544:							117.20
10/15	10/22/2015	95545	Andrew Parker	Board Ups, Washer/Dryer I	201588, 586,587	990.00	990.00
Total 95545:							990.00
10/15	10/22/2015	95546	Angell, Geri	Per Diem Jail Security Train	100115	50.00	50.00
Total 95546:							50.00
10/15	10/22/2015	95547	Applied Concepts, Inc	Radar Units	274593	4,759.25	4,759.25
Total 95547:							4,759.25
10/15	10/22/2015	95548	Bob Dacey Golf Maintenance	1st Qtr	1ST QTR	35,000.00	35,000.00
Total 95548:							35,000.00
10/15	10/22/2015	95549	Bound Tree Medical	Medical Supplies	81934480	1,096.73	1,096.73
10/15	10/22/2015	95549	Bound Tree Medical	Medical Supplies	8195339	523.63	523.63
Total 95549:							1,620.36
10/15	10/22/2015	95550	Burkhart, Michaele	Tiny Tot Contractor Fees	100715	154.00	154.00
Total 95550:							154.00
10/15	10/22/2015	95551	Cal City Auto Supply	Auto Parts	09-25-15 FIRE	66.71	66.71
Total 95551:							66.71
10/15	10/22/2015	95552	California Peace Officers	Membership Dues	307142 100715	125.00	125.00
Total 95552:							125.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/15	10/22/2015	95553	Callahan, Ryan Michael	Mobile Car Wash	48	150.00	150.00
Total 95553:							150.00
10/15	10/22/2015	95554	Canon Financial Inc	Copier Contract	15388119	91.60	91.60
Total 95554:							91.60
10/15	10/22/2015	95555	Chief	Safety Boots, Pants	376193, 375101	546.57	546.57
10/15	10/22/2015	95555	Chief	Handcuffs, w/ cases	379257	134.45	134.45
Total 95555:							681.02
10/15	10/22/2015	95556	Chief Supply	Hose Fittings	378297	5,745.02	5,745.02
Total 95556:							5,745.02
10/15	10/22/2015	95557	City Hardware	Lumber	DIRT OHV 093015	14,407.18	14,407.18
10/15	10/22/2015	95557	City Hardware	Fire Maintenance Supplies	FIRE 093015	909.65	909.65
Total 95557:							15,316.83
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106796.01 091315	1,601.22	1,601.22
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106797.01 091315	9,428.61	9,428.61
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106798.01 091315	2,063.51	2,063.51
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106799.01 091315	2,063.51	2,063.51
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106800.01 091315	215.55	215.55
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106801.01 091315	1,634.58	1,634.58
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106802.01 091315	73.85	73.85
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106804.01 091315	992.11	992.11
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106805.01 091315	235.67	235.67
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106806.01 091315	928.55	928.55
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106807.01 091315	73.85	73.85
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106808.01 091315	2,126.32	2,126.32
10/15	10/22/2015	95558	City Of Cal City-General	Sewer Service	106813.01 091315	239.54	239.54
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106818.01 091315	73.85	73.85
10/15	10/22/2015	95558	City Of Cal City-General	Sewer Service	106820.01 091315	2,367.43	2,367.43
10/15	10/22/2015	95558	City Of Cal City-General	Sewer Service	106823.01 091315	315.44	315.44
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106824.01 091315	391.69	391.69
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106825.01 091315	235.67	235.67
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106826.01 091315	2,063.51	2,063.51
10/15	10/22/2015	95558	City Of Cal City-General	Sewer Service	106827.01 091315	662.23	662.23
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106828.01 091315	73.85	73.85
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106829.01 091315	23,204.61	23,204.61
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106830.01 091315	44.22	44.22
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106831.01 091315	444.59	444.59
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106848.01 091315	73.85	73.85
10/15	10/22/2015	95558	City Of Cal City-General	Water Service	106849.01 091315	73.85	73.85
10/15	10/22/2015	95558	City Of Cal City-General	Sewer Service	106861.01 091315	83.26	83.26
Total 95558:							51,784.92
10/15	10/22/2015	95559	Coastline Equipment	Parts Unit 221	261533	81.01	81.01
10/15	10/22/2015	95559	Coastline Equipment	Credit Memo	261534	10.93	10.93
Total 95559:							70.08
10/15	10/22/2015	95560	County of Kern Communicatio	2nd Qtr 2015/16 Communi	16-03610	363.00	363.00
Total 95560:							363.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/15	10/22/2015	95561	Cummins Pacific LLC	Rancho Tract Booster Stati	026-14912	1,389.00	1,389.00
Total 95561:							1,389.00
10/15	10/22/2015	95562	Davenport, Dustin	Refund 9313 Karen	104006.07	38.57	38.57
Total 95562:							38.57
10/15	10/22/2015	95563	Dennis Automotive	Auto Service	17322	361.25	361.25
10/15	10/22/2015	95563	Dennis Automotive	Auto Service	17335	35.00	35.00
10/15	10/22/2015	95563	Dennis Automotive	Auto Service	17361	336.00	336.00
10/15	10/22/2015	95563	Dennis Automotive	Auto Service	17363	210.00	210.00
10/15	10/22/2015	95563	Dennis Automotive	Auto Service	17364	525.00	525.00
10/15	10/22/2015	95563	Dennis Automotive	Auto Service	17365	70.00	70.00
10/15	10/22/2015	95563	Dennis Automotive	Auto Service	21507	51.75	51.75
Total 95563:							1,589.00
10/15	10/22/2015	95564	Department of Justice	Fingerprinting	125427	160.00	160.00
Total 95564:							160.00
10/15	10/22/2015	95565	Division of State Architect	DAE Fees Bus. Lic. End 9-15	SEPTEMBER 2015	39.60	39.60
Total 95565:							39.60
10/15	10/22/2015	95566	Dooley Enterprises	Arson Ammo	51940	875.10	875.10
Total 95566:							875.10
10/15	10/22/2015	95567	Expert Automotive	Smog	39213	69.69	69.69
Total 95567:							69.69
10/15	10/22/2015	95568	Fed Ex	Priority Mailings	5-178-23108	83.58	83.58
Total 95568:							83.58
10/15	10/22/2015	95569	Ferguson Waterworks	Water Line Materials	0524753	14,396.33	14,396.33
10/15	10/22/2015	95569	Ferguson Waterworks	Water Line Materials	0524759-1	140.33	140.33
10/15	10/22/2015	95569	Ferguson Waterworks	Parts and Supplies	0530472	3,080.73	3,080.73
Total 95569:							17,617.39
10/15	10/22/2015	95570	Filidak, Mark	Deposit Refund 21301 Heat	102532.03	14.99	14.99
Total 95570:							14.99
10/15	10/22/2015	95571	General Office Prod Ctr	Meter Reading copier	9521	106.94	106.94
Total 95571:							106.94
10/15	10/22/2015	95572	Grimshaw, Wesley & Jennifer	Refund 8400 Evergreen	105240.04	98.69	98.69
Total 95572:							98.69
10/15	10/22/2015	95573	HD Supply Waterworks, LTD	Replenish Inventory	E580749	1,013.71	1,013.71
10/15	10/22/2015	95573	HD Supply Waterworks, LTD	Replenish Inventory	E580984	3,641.70	3,641.70
10/15	10/22/2015	95573	HD Supply Waterworks, LTD	Replenish Inventory	E587860	2,485.20	2,485.20

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
Total 95573:							7,140.61
10/15	10/22/2015	95574	HDWBC	Computer Service-Pd & Cit	40239	7,503.75	7,503.75
10/15	10/22/2015	95574	HDWBC	Data Drop-City Hall	40246	483.75	483.75
Total 95574:							7,987.50
10/15	10/22/2015	95575	Helt Engineering, Inc	06401.36 Plan Check LM #	15-319	1,315.00	1,315.00
10/15	10/22/2015	95575	Helt Engineering, Inc	12403 College Station Park	15-320	907.50	907.50
10/15	10/22/2015	95575	Helt Engineering, Inc	12407 Safe Routes	15-321	540.25	540.25
10/15	10/22/2015	95575	Helt Engineering, Inc	13408 RSTP Hacienda PH 1	15-322	970.00	970.00
10/15	10/22/2015	95575	Helt Engineering, Inc	14401 Slurry Seal	15-323	575.00	575.00
10/15	10/22/2015	95575	Helt Engineering, Inc	14409 Westway Taxiways	15-324	9,130.54	9,130.54
10/15	10/22/2015	95575	Helt Engineering, Inc	15400 PTMISEA Closeout	15-325	815.00	815.00
10/15	10/22/2015	95575	Helt Engineering, Inc	15406 RSTP Call 4 Projects	15-326	2,202.50	2,202.50
10/15	10/22/2015	95575	Helt Engineering, Inc	15408 Septic Tank Density	15-327	1,690.00	1,690.00
10/15	10/22/2015	95575	Helt Engineering, Inc	15409 City Standards	15-328	8,567.50	8,567.50
10/15	10/22/2015	95575	Helt Engineering, Inc	15410 Fema Flood	15-329	532.50	532.50
Total 95575:							27,245.79
10/15	10/22/2015	95576	Hightower, Jesse	Case Supplies Reimbursem	101915	200.00	200.00
Total 95576:							200.00
10/15	10/22/2015	95577	Highway Glass Co	Windshield	108608	275.00	275.00
Total 95577:							275.00
10/15	10/22/2015	95578	Huddleston, Christopher	Deposit 20772 Village Pky	105992.09	18.26	18.26
Total 95578:							18.26
10/15	10/22/2015	95579	Inglis Imports, Inc.	K9 Supplies	4658	352.50	352.50
Total 95579:							352.50
10/15	10/22/2015	95580	Interon LLC	Duel Monitors	2423	200.00	200.00
Total 95580:							200.00
10/15	10/22/2015	95581	Jones Chemicals Corp Inc	Chlorine Cylinders	670424	5,201.35	5,201.35
10/15	10/22/2015	95581	Jones Chemicals Corp Inc	Chlorine Cylinders	670453	3,000.00-	3,000.00-
Total 95581:							2,201.35
10/15	10/22/2015	95582	KME Fire Apparatus	Vehicle Maint.	CA533805	2,344.92	2,344.92
10/15	10/22/2015	95582	KME Fire Apparatus	Vehicle Maint.	CA533847	3,812.50	3,812.50
Total 95582:							6,157.42
10/15	10/22/2015	95583	Kosick, Jeremy	Reimb. Lodging-Fire Inspec	101315	551.39	551.39
10/15	10/22/2015	95583	Kosick, Jeremy	Remb. NAFL Membership 3	101315-1	150.00	150.00
Total 95583:							701.39
10/15	10/22/2015	95584	L N Curtis & Sons	Trailer Maint	6231379-00	1,750.00	1,750.00
Total 95584:							1,750.00

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/15	10/22/2015	95585	Lake, Kaylee	Dep Refund 8319 Charles	106214.07	51.32	51.32
Total 95585:							51.32
10/15	10/22/2015	95586	Legend Pump & Well Serv	Transformer Booster Statio	52582	8,267.07	8,267.07
Total 95586:							8,267.07
10/15	10/22/2015	95587	Lidia's Tailoring	Tailoring OHV Vests	625489	300.00	300.00
Total 95587:							300.00
10/15	10/22/2015	95588	M & M Sports	Uniform shirts	34820	327.58	327.58
10/15	10/22/2015	95588	M & M Sports	Uniform Hats	34837	596.20	596.20
10/15	10/22/2015	95588	M & M Sports	Uniforms Logo	34874	75.25	75.25
10/15	10/22/2015	95588	M & M Sports	Embroidery	34899	130.61	130.61
10/15	10/22/2015	95588	M & M Sports	Embroidery	34901	11.29	11.29
Total 95588:							1,140.93
10/15	10/22/2015	95589	M & S Security Services	Security Service	5068137	180.00	180.00
10/15	10/22/2015	95589	M & S Security Services	Security Service	5068138	90.00	90.00
10/15	10/22/2015	95589	M & S Security Services	Security Service	5068139	90.00	90.00
10/15	10/22/2015	95589	M & S Security Services	Security Service	5068150	90.00	90.00
Total 95589:							450.00
10/15	10/22/2015	95590	McCrometer	Meter Cover	466101 RI	92.54	92.54
Total 95590:							92.54
10/15	10/22/2015	95591	Mediawaste Disposal	Medical Waste Removal	2952	50.00	50.00
Total 95591:							50.00
10/15	10/22/2015	95592	Mission Uniform Service	Line Maintenance/Senior C	500860425	9.02	9.02
10/15	10/22/2015	95592	Mission Uniform Service	Line Maintenance/Senior C	500949139	9.02	9.02
Total 95592:							18.04
10/15	10/22/2015	95593	Mojave Desert News	Ren Fair Ad	44651, 44664	132.50	132.50
Total 95593:							132.50
10/15	10/22/2015	95594	Neal, Louis	Refund 9901 Karen	103781.01	5.67	5.67
Total 95594:							5.67
10/15	10/22/2015	95595	Office Depot	Office Supplies	779577535001	6.44	6.44
10/15	10/22/2015	95595	Office Depot	Office Supplies	780639897001	70.53	70.53
10/15	10/22/2015	95595	Office Depot	Office Supplies	781323992001	64.48	64.48
10/15	10/22/2015	95595	Office Depot	Office Supplies	781324019001	22.77	22.77
10/15	10/22/2015	95595	Office Depot	Office Supplies-Arson	797564870001	476.27	476.27
Total 95595:							640.49
10/15	10/22/2015	95596	PAPA	Membership Dues	118579 10-01-15	45.00	45.00
Total 95596:							45.00
10/15	10/22/2015	95597	Parkhouse Tire, Inc	Tires	4030093405	395.86	395.86

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount
10/15	10/22/2015	95611	VCA All-Care Animal Referral	Neurology Reassessments	389067973	149.69	149.69
Total 95611:							149.69
10/15	10/22/2015	95612	Verizon Business	Landline Police Dept.	74541181	137.11	137.11
Total 95612:							137.11
10/15	10/22/2015	95613	Ward, Charlene	Refund 9037 S. Loop	105746.06	1,176.86	1,176.86
Total 95613:							1,176.86
10/15	10/22/2015	95614	Webster, Wendi	Refund 8540 Jacranda	105659.04	59.73	59.73
Total 95614:							59.73
10/15	10/22/2015	95615	Western Alliance Bank	Series 2015 WW Revenue R	4500148633 10131	83,004.85	83,004.85
Total 95615:							83,004.85
10/15	10/22/2015	95616	Willdan Engineering	Redwood /Hacienda Blvd P	41907	2,217.50	2,217.50
Total 95616:							2,217.50
10/15	10/22/2015	95617	Williams Construction	Demo and remove Fire Stat	REMOVAL, DEMO	117,886.00	117,886.00
Total 95617:							117,886.00
10/15	10/22/2015	95618	Witmer Public Safety Group,	Helmet	E1365145.002	155.00	155.00
10/15	10/22/2015	95618	Witmer Public Safety Group,	Uniforms	E1378687	226.70	226.70
10/15	10/22/2015	95618	Witmer Public Safety Group,	Uniforms	E1379506.001	44.99	44.99
10/15	10/22/2015	95618	Witmer Public Safety Group,	Uniforms	E1382395	789.91	789.91
Total 95618:							1,216.60
Grand Totals:							430,973.70

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 10-22-2015

Finance Director

Report Criteria:

Report type: Invoice detail

Bank.Bank Number = 1

Check.Voided = no

Employee Number	Name	Total Gross Amount	85-00 Net Pay Emp Amt	86-00 Dir Dep Emp Amt
Administration				
City Clerk				
Total City Clerk:				
	1	2,969.80	.00	1,506.66
City Manager				
Total City Manager:				
	1	4,243.20	.00	2,442.17
Total Administration:				
	2	7,213.00	.00	3,948.83
Airport				
Airport Maint/OS				
Total Airport Maint/OS:				
	1	1,880.60	851.23	.00
Airport Manager				
Total Airport Manager:				
	1	3,071.34	2,126.18	.00
Total Airport:				
	2	4,951.94	2,977.41	.00
Building				
Deputy Bldg Insp				
Total Deputy Bldg Insp:				
	1	2,646.20	.00	1,599.92
Total Building:				
	1	2,646.20	.00	1,599.92
Dial A Ride				
DAR Dispatcher				
Total DAR Dispatcher:				
	1	177.28	.00	159.81
DAR Dispatcher/Drive				
Total DAR Dispatcher/Drive:				
	2	2,625.60	.00	1,882.70
DAR Lead Driver				
Total DAR Lead Driver:				
	1	1,881.60	.00	1,393.56
Total Dial A Ride:				
	4	4,684.48	.00	3,436.07

Employee Number	Name	Total Gross Amount	85-00 Net Pay Emp Amt	86-00 Dir Dep Emp Amt
Finance				
Account Clerk I				
Total Account Clerk I:				
	2	1,902.55	.00	1,014.33
Account Clerk III				
Total Account Clerk III:				
	3	6,530.42	1,964.86	3,008.02
Clerk Typist				
Total Clerk Typist:				
	1	1,504.99	.00	1,310.97
Finance Director				
Total Finance Director:				
	1	4,389.81	.00	2,734.03
Finance Manager				
Total Finance Manager:				
	1	2,460.00	.00	1,760.34
Total Finance:				
	8	16,787.77	1,964.86	9,827.69
Fire				
Code Enforcement				
Total Code Enforcement:				
	2	4,687.63	.00	2,963.47
Fire Captain				
Total Fire Captain:				
	3	9,299.88	.00	6,855.67
Fire Chief				
Total Fire Chief:				
	1	4,388.20	.00	2,934.54
Fire Engineer				
Total Fire Engineer:				
	3	8,247.36	.00	5,623.16
Firefighter On Call				
Total Firefighter On Call:				
	3	4,942.56	.00	3,886.37

Employee Number	Name	Total Gross Amount	85-00 Net Pay Emp Amt	86-00 Dir Dep Emp Amt
Firefighter/Paramedi				
Total Firefighter/Paramedi:				
	7	15,656.87	1,243.10	9,997.70
Public Saf Admin Tec				
Total Public Saf Admin Tec:				
	1	1,868.80	.00	1,625.08
Total Fire:				
	20	49,091.30	1,243.10	33,885.99
Housing				
Housing Manager				
Total Housing Manager:				
	1	2,448.80	.00	1,677.76
Total Housing:				
	1	2,448.80	.00	1,677.76
Parks and Recreation				
Total :				
	1	281.79	236.81	.00
Rec Aide/Cashier				
Total Rec Aide/Cashier:				
	7	1,877.10	608.45	1,043.26
Recreation Asst				
Total Recreation Asst:				
	1	1,146.23	.00	974.68
Recreation Superviso				
Total Recreation Superviso:				
	1	1,933.61	.00	1,311.92
Total Parks and Recreation:				
	10	5,238.73	845.26	3,329.86
Planning and Zoning				
Planning Tech				
Total Planning Tech:				
	1	2,436.80	.00	1,934.92
Total Planning and Zoning:				
	1	2,436.80	.00	1,934.92

Employee Number	Name	Total Gross Amount	85-00 Net Pay Emp Amt	86-00 Dir Dep Emp Amt
Police				
Admin Clerk/Grant				
	Total Admin Clerk/Grant:			
	1	2,109.74	.00	1,621.44
Animal Control				
	Total Animal Control:			
	2	3,333.23	927.60	1,114.78
Cadet				
	Total Cadet:			
	1	490.00	.00	420.64
CSO I				
	Total CSO I:			
	1	1,423.47	.00	1,192.14
CSO II				
	Total CSO II:			
	1	1,728.80	.00	1,490.23
Gen Srv Wkr/Prk Aide				
	Total Gen Srv Wkr/Prk Aide:			
	5	5,156.05	182.87	4,037.64
Heavy Equip Opr I				
	Total Heavy Equip Opr I:			
	1	1,095.68	.00	941.54
Lieutenant				
	Total Lieutenant:			
	1	5,716.14	.00	4,130.33
P D Admin Tech				
	Total P D Admin Tech:			
	1	2,455.28	.00	1,326.65
Police Admin Aide				
	Total Police Admin Aide:			
	1	921.60	700.41	.00
Police Chief				
	Total Police Chief:			
	1	5,063.00	.00	3,150.21

Employee Number	Name	Total Gross Amount	85-00 Net Pay Emp Amt	86-00 Dir Dep Emp Amt
Police Officer				
Total Police Officer:				
	14	32,821.80	.00	22,406.23
Police Officer Reser				
Total Police Officer Reser:				
	3	3,562.86	833.19	2,012.64
Records Clerk				
Total Records Clerk:				
	1	1,382.40	.00	1,020.41
Sergeant				
Total Sergeant:				
	4	15,320.66	2,417.69	7,019.44
Special Investigator				
Total Special Investigator:				
	1	4,079.14	.00	3,144.80
Total Police:				
	39	86,659.85	5,061.76	55,029.12
Police Dispatcher				
Total :				
	1	1,979.20	.00	1,405.50
Dispatcher				
Total Dispatcher:				
	5	6,840.02	861.76	4,545.02
Total Police Dispatcher:				
	6	8,819.22	861.76	5,950.52
Public Works				
Admin Secretary				
Total Admin Secretary:				
	2	4,568.20	1,530.61	1,575.03
Clerk Typist				
Total Clerk Typist:				
	1	886.40	803.11	.00
Facilities Maint Sup				

Employee Number	Name	Total Gross Amount	85-00 Net Pay Emp Amt	86-00 Dir Dep Emp Amt
	Total Facilities Maint Sup:			
	1	3,125.68	2,402.61	.00
	Garage Superintenden			
	Total Garage Superintenden:			
	1	2,166.40	1,694.84	.00
	General Service Work			
	Total General Service Work:			
	3	2,985.10	1,654.63	727.75
	Maintenance Worker I			
	Total Maintenance Worker I:			
	1	1,219.20	.00	999.03
	Public Works Directo			
	Total Public Works Directo:			
	1	4,205.80	.00	2,782.74
	Pumping Operator II			
	Total Pumping Operator II:			
	1	3,806.44	2,826.73	.00
	Senior Bldg Maintena			
	Total Senior Bldg Maintena:			
	1	2,564.80	1,460.80	.00
	Total Public Works:			
	12	25,528.02	12,373.33	6,084.55
	Public Works - Road			
	General Service Work			
	Total General Service Work:			
	2	2,012.09	687.37	952.32
	Heavy Equip Opr I			
	Total Heavy Equip Opr I:			
	1	2,005.80	.00	791.74
	Heavy Equip Opr II			
	Total Heavy Equip Opr II:			
	1	2,527.40	.00	1,479.29
	Streets/Lead			

Employee Number	Name	Total Gross Amount	85-00 Net Pay Emp Amt	86-00 Dir Dep Emp Amt
Total Streets/Lead:				
	1	2,804.80	.00	1,919.23
Total Public Works - Road:				
	5	9,350.09	687.37	5,142.58
Public Works - Sewer WWTP Operator II				
Total WWTP Operator II:				
	1	3,847.52	2,374.20	.00
WWTP Operator III				
Total WWTP Operator III:				
	1	4,216.66	.00	2,901.74
Total Public Works - Sewer:				
	2	8,064.18	2,374.20	2,901.74
Public Works - Water Distribution Oper II				
Total Distribution Oper II:				
	2	5,624.67	2,935.48	1,640.27
General Service Work				
Total General Service Work:				
	5	5,624.31	3,580.06	1,048.92
Maintenance Wkr I				
Total Maintenance Wkr I:				
	1	1,633.51	.00	1,413.21
Maintenance Wkr II				
Total Maintenance Wkr II:				
	1	1,476.51	.00	1,195.19
Maintenance Worker I				
Total Maintenance Worker I:				
	4	6,974.36	1,872.99	2,739.64
Pumping Oper II (UF)				
Total Pumping Oper II (UF):				
	1	2,557.40	1,487.82	.00
Total Public Works - Water:				
	14	23,890.76	9,876.35	8,037.23

Employee Number	Name	Total Gross Amount	85-00 Net Pay Emp Amt	86-00 Dir Dep Emp Amt	
Grand Totals:		127	257,811.14	38,265.40	142,786.78

City of California City

Council Report

Pay Period 09/22/15 - 10/05/15

City of California City Payroll Register - Single Line

Gross	FICA	FWT	SWT	Deduct	Net
257,811.14	3,381.71	23,954.29	7,501.21	41,921.75	181,052.18

City of California City

Benefits Register

Title	
PERS - Muni Employer	12,018.83
PERS - Muni Employee	0.00
Public Safety Tier Employer	10,339.39
Public Safety- Employee	3,619.36
Workers Compensation	20,239.75
Medicare	3,381.71
Unemployment	701.71
Total:	50,300.75

**SPECIAL MEETING
CITY OF CALIFORNIA CITY
CITY COUNCIL
Tuesday, June 30, 2015
Council Chambers, 21000 Hacienda Blvd.
MINUTES**

CALL TO ORDER

Mayor Wood called the meeting to order at 5:30 pm.

Following the Pledge of Allegiance the city clerk called the roll:

PRESENT: Gray, Smith, Warren, Pro Tem McGuire, Mayor Wood

ABSENT: None

ADOPTION OF AGENDA

Motion by Mayor Pro Tem McGuire, second by Councilmember Gray to adopt the agenda. Motion carried.

CLOSED SESSION

CS 1. Conference with Real Property Negotiator, City Manager Weil regarding APN # 205-330-18;
Pursuant to Cal. Gov't Code §54956.8

No public comments noted.

CLOSED SESSION ACTION

City Attorney Bettenhausen reported that following a discussion of the item, staff received direction, no formal action taken.

RECONVENE CITY COUNCIL MEETING

At 6:00pm, following the Pledge of Allegiance, the city clerk called the roll:

PRESENT: Gray, Smith, Warren, Mayor Pro Tem McGuire, Mayor Wood

ABSENT: None

CITY CLERK REPORTS / LATE COMMUNICATIONS

Letter received from JM Powers

PUBLIC COMMENT

Ron Smith - thanked the quick response to his home following a burglary

Al Hutson – Most cities have both there Fire and Police Dept under the general fund; response from the City to the Grand Jury is misleading

CONSENT CALENDAR

CC 1. City check registers dated through 06/25/15

CC 2. Public Works Position: Water Operations Supervisor

CC 3. Lakeview Mobile Home Park Project # 13.13.1: Award contract to Gilliam and Sons

Al Hutson and Mary Corona had numerous checks pulled for clarification.

Motion by Councilmember Warren, second by Mayor Pro Tem McGuire to approve the consent calendar.

Roll call vote as follows:

AYES: Gray, Smith, Warren, McGuire, Wood

NAYS: None

ABSTAIN: Warren ck# 94317

ABSENT: None

CC2.

CONTINUED BUSINESS

CB 1. Proposed City Budget for FY 2015/2016

Both the City Manager and Finance Director provided the staff report. All changes/adjustments decided during previous workshops are now incorporated into the proposed budget.

Al Hutson – Building and Planning should be combined together

Norm Hill – Fees are too low; impact fees would bring in more revenue

Ron Smith – typically cities have their Fire and Police Departments under the general fund; do not approve the proposed budget tonight, it is not transparent

Councilmember Smith commented that the expenses are more than the revenues. Demands a balance budget.

Mayor Pro Tem McGuire added that the numbers have already turned in one year; Both Fire and Police departments are fully staffed; we have obligations to supply services' no water, no need for Fire and Police.

Councilmember Warren – the city didn't spend all the money budgeted last fiscal year

Councilmember Smith reported that he is not happy with the proposed budget, will be voting no

Motion by Mayor Pro Tem McGuire, second by Councilmember Warren to adopt "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY APPROVING THE FISCAL YEAR 2015/16 FINAL BUDGET" Roll call vote as follows:

AYES: Warren, McGuire, Wood

NAYS: Gray, Smith

ABSTAIN: None

NEW BUSINESS

Discussion: Proposed Change in Council Meeting Schedule

City Manager Weil provided the staff report.

Al Hutson, Ron Smith, Sharon Bell and Jeff Brader all stated their reasons for not wanting to change the meeting dates to Wednesday. City Manager Weil suggested that the Council switch their meetings to the date of the planning commission meetings, and vice versa.

Council and the public all agreed that the agenda and back up documentation should be completed and available on the Thursday prior to the meeting.

The council meetings will change to the 2nd and 4th Tuesdays of each month.

Motion by Mayor Pro Tem McGuire, second by Councilmember Gray to vote against changing the meetings from Tuesdays to Wednesdays, switch Tuesdays with the planning commission meetings, make changes to the code by ordinance and have agenda and materials distributed by the Thursday prior to the meeting. Motion carried 5-0

ADJOURNMENT

Motion by Mayor Pro Tem McGuire, second by Mayor Wood to adjourn at 8:07 pm. Motion Carried 5-0

Respectfully submitted by,

Denise Hilliker, City Clerk

APPROVED BY CITY COUNCIL ON _____

ORDINANCE NO. 15-738

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA
CITY AMENDING THE CALIFORNIA CITY ZONING REGULATIONS
TO INCLUDE DANCE STUDIO AS A PERMITTED USE IN THE C2 COMMUNITY
COMMERCIAL, C4 SERVICE COMMERCIAL AND CS REGIONAL
COMMERCIAL DISTRICTS AND AS A CONDITIONAL USE IN THE C1
NEIGHBORHOOD COMMERCIAL AND C3 COMMERCIAL OFFICE DISTRICTS**

WHEREAS, several youth fitness programs include a combination of dance and gymnastics; and

WHEREAS, the zoning regulations for the City of California City currently only allow dance studios as a conditional use; and

WHEREAS, the areas and parcels affected by this ordinance encompasses property within the entire city limits and involve more than 1,000 parcels within the boundaries of California City; and

WHEREAS, on September 15, 2015, the Planning Commission of the City of California City upon a duly-noticed public hearing on this proposed amendment wherein evidence was presented and testimony was provided, adopted Resolution 09-1503-2015PC recommending the amendment for approval.

WHEREAS, the project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and has been determined to be exempt pursuant to Section 15061 (b) (3) (general rule) of the CEQA Guidelines, in that it can be seen with certainty that there is no possibility that the proposed amendment to the Zoning Code will have a significant effect on the environment.

**THEREFORE, THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY
DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1. THE CITY COUNCIL DOES HEREBY MAKE THE FOLLOWING
FINDINGS AND DETERMINATIONS THE FOLLOWING.**

- (a) A duly-noticed public hearing has been conducted to consider the proposed amendment to the zoning regulations, CEQA applicability, and this Ordinance;
- (b) This amendment will serve the public interest and will promote the welfare of the community;
- (c) This amendment is consistent with the general plan and the City's zoning regulations.

CC3.

**SECTION 2. CHAPTER 2 TITLED "ZONING ORDINANCE" OF TITLE 9
TITLED "LAND USE AND DEVELOPMENT" OF THE CITY OF CALIFORNIA
CITY IS AMENDED AS FOLLOWS:**

- A. Section 9-2.1601 titled "Permitted Uses" of Article 16 titled "C2 Community Commercial District" is amended to insert, in alphabetical order, Dance Studio as a permitted use;
- B. Section 9-2.1801 titled "Permitted Uses" of Article 18 titled "C4 Service Commercial Zone" is amended to insert, in alphabetical order, Dance Studio as a permitted use;
- C. Section 9-2.1901 titled "Permitted Uses" of Article 19 titled "CS Regional Commercial Zone" is amended to insert, in alphabetical order, Dance Studio as a permitted use;
- D. Section 9-2.1502 (b) titled "Conditional Uses All Commercial Districts" of Article 15 is amended to insert, in alphabetical order, as a separate line item, "Dance Studio" (conditional in C1, C3); Dance Halls will remain subject to a conditional use permit in all commercial districts;

SECTION 2: ENVIRONMENTAL DETERMINATION. The project has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA guidelines, and the City's environmental procedures, and has been found to be exempt pursuant to Section 15061 (b) (3) (general rule) of the CEQA Guidelines, in that it can be seen with certainty that there is no possibility that the proposed amendment to the Zoning Code will have a significant effect on the environment.

SECTION 3: INCONSISTENCIES. Any provision of the California City Zoning Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and or further, is hereby repealed or modified to the extent necessary to affect the provisions of this ordinance.

SECTION 4: SEVERABILITY. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses or applications of this ordinance which can be implemented without the invalid provision, clause or application; and to this end, the provisions of this ordinance are declared to be severable.

SECTION 5: PUBLICATION. This Ordinance shall take effect and be in full force thirty (30) days from and after the passage thereof, and prior to the expiration of fifteen (15) days from its passage shall be published once in a newspaper of general circulation, printed and published in the City of California City or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified

copy of the text of this Ordinance shall be posted in the office of the City Clerk five (5) days prior to the date of adoption of this Ordinance, and within fifteen (15) days after adoption, the City Clerk shall cause to be published the aforementioned summary and shall post in the office of the City Clerk a certified copy of this Ordinance together with the names and member of the City Council voting for and against the same.

Approved for introduction at a regular meeting on the 13th day of October 2015, by the following vote:

AYES: Smith, Warren, McGuire, Wood

NOES: None

ABSENT: Gray

PASSED, APPROVED AND ADOPTED on October 27, 2015, by the following vote:

AYES:

NOES:

ABSENT:

Jennifer Wood, Mayor

ATTEST:

APPROVED AS TO FORM:

Denise Hilliker, City Clerk

Christian Bettenhausen, City Attorney

STATE OF CALIFORNIA)
COUNTY OF KERN)ss.
CITY OF CALIFORNIA CITY)

I DENISE HILLIKER, City Clerk of California City, do hereby certify that the foregoing ordinance was introduced on the 13th day of October, was regularly Adopted at a meeting thereof on the 27th day of October, 2015 and was published/posted pursuant to law.

Denise Hilliker, City Clerk

STAFF REPORT
FOR
CITY COUNCIL
October 27, 2015

TO: Mayor and City Council

FROM: Chief Eric Hurtado

SUBJECT: Kern County Real Estate Investigation Grant

BACKGROUND:

The *Kern County Real Estate Fraud Trust Committee* funds Kern County Law Enforcement investigations relating to Real Estate Fraud. In FY 2012-2013, California City was awarded \$30,000.00 to investigate such cases. During that time, our officers conducted several search warrants and made 5 arrests in connection with Real Estate Fraud (See attachment "A").

As the result of those investigations, other agencies in California have contacted our agency for advice on conducting similar investigations. These types of "white collar" crimes are very time consuming and takes a certain skills-set to investigate. Since 2012, we have assisted Federal, County and local agencies with cases tied to California City.

The *Kern County Real Estate Fraud Committee* is funded by a Transaction charge per real estate transaction done in Kern County. The funds are then set aside to exclusively be used to investigate and prosecute violators (See attachment "B").

Approximately \$500,000 is available annually to fund Real Estate Fraud Investigations & training in Kern County. This year, the California City Police Department applied (See attachment "C") for some of these funds to:

1. Adjudicate evidence from previous cases
2. Complete investigation of open Real Estate Fraud cases
3. To educate other Peace Officers on Real Estate Fraud

On September 30, 2015 the *Kern County Real Estate Fraud Trust Committee* notified the California City Police Department that we have been approved to receive \$20,000.00 from this fund (See attachment "D"). The funding will be sent to California City pending the approval from the *Kern County Board of Supervisors*.

CC4.

RECOMMENDATION:

1. Staff recommendation is to accept this funding to be used as outline in the grant application.
2. Finance Director to create a special Revenue Fund to account for the *Kern County Real Estate Fraud Trust funds*.

FISCAL IMPACT:

Increase in revenue of \$20,000.

The Finance Director has reviewed the staff report and finds the recommendations to be within the budget restraints of the Department.

ENVIRONMENTAL ACTIONS:

N/A

Attachment "A"

**News – Media on previous
California City Police activities
Relating to Real Estate Fraud Investigations**

Two Year CCPD Investigation Results in Mortgage Fraud Charges

Posted: Friday, November 4, 2011 12:00 pm

Builder bailout scheme caused million dollar losses on California City homes

BAKERSFIELD - An appraiser, a broker, a notary public, and a parolee are among those who have been charged with grand theft by false pretenses for their alleged participation in an elaborate scheme to fraudulently obtain documents allege the defendants conspired to arrange sham sales of newly constructed homes in the California real estate market.

Those charged are:

- Appraiser Nathaniel Acree, 65, of Long Beach, California. Acree allegedly provided false appraisals making loan funding decisions.
- Broker Jay Langner, 51, of San Juan Capistrano, California is alleged to have knowingly completed transactions with borrowers which contained material misrepresentations about borrower creditworthiness. Court documents were provided that directed payments at closing back to Langner or his business, Pacific Hills Realty, a person who, at the time of the loan application, did not intend to acquire the home for his or her own use or for the purchase.
- Khalid Malik Abdul Ali, 60, of California City, California, A/K/A Ecaro Tyrone Perkins, is alleged to have participated in the scheme to fraudulently procure real estate loans and arrange sham sales of newly constructed homes. Documents provided that directed kickback payments at closing back to Ali.
- Angie Cachua, 44, of Orange, California allegedly offered individuals money for the use of their identification for applications.
- Notary Elizabeth Torres, 28, of Santa Ana, California allegedly performed fraudulent notarial acts.

The five have been charged with the offenses by the Kern County District Attorney's office following an investigation by California City Police Department Detectives. Arrest warrants have been issued for each of the defendants.

Court documents identify six homes in California City for which mortgage loans were obtained using misrepresentations. The complaint lists the following California City properties: 9185 Catalpa Avenue, Corwin Street, 9401 Ironwood Avenue, 8861 Nipa Avenue, and 9149 Bay Avenue. According to C

Department Detectives, the homes went into foreclosure when no payments were made and have : are not involved in the scheme.

Police Chief Eric Hurtado said the completion of this complex investigation demonstrates the commitment to protect law abiding businesses and real estate professionals from unfair competition of industry ins

Chief Hurtado commended the efforts of the Detectives assigned to the case noting that search warrants and Detectives worked tirelessly to analyze hundreds of pieces of evidence and traveled extensively to Nevada to conduct surveillance and interviews with involved parties.

The case was investigated by California City Police Department Detectives with support provided by the Attorney's office Bureau of Investigation and the US Postal Inspection Service.

Operation gatekeeper

On Saturday, October 29, 2011, California City PD Detectives led a multi-agency task force into Orange County warrants and serve arrest warrants related to this investigation. The task force was comprised of Orange County Sheriff's Dept. East Area Special Enforcement Team, Ridgecrest Police Dept., McFarland Police Department, Orange Police Departments, and Investigators from the Orange County District Attorney's office, Bureau of Motor Vehicles Investigations Bureau, and Franchise Tax Board Criminal Investigation

Referring to the multi-agency task force, California City Police Officer Katz said, "If you commit a crime in our community, you should expect law enforcement from across the entire County to come after you."

The task force arrested Notary Elizabeth Torres for fraudulent notarial acts and served a search warrant on her, which was booked into the Orange County Jail.

Khalid Mailk Abdul Ali was taken into Federal custody on unrelated charges.

Jay Langner and Nathaniel Acree are expected to appear in Kern County early next week.

The task force was unsuccessful locating Angie Cahcu (DOB: 04/28/67) and California City Detec

assistance locating her. A \$790,000 arrest warrant has been issued for Cachu as a result of the cha Attorney's office.

The California City Police Department is releasing Cachu's photo with the hope that someone may 44 year old Hispanic female. 5'4". 165 pounds. with brown hair and green eyes. Anyone with info requested to call the California City Police Department at 760.373.8606.

Sgt. Jeff Takeda

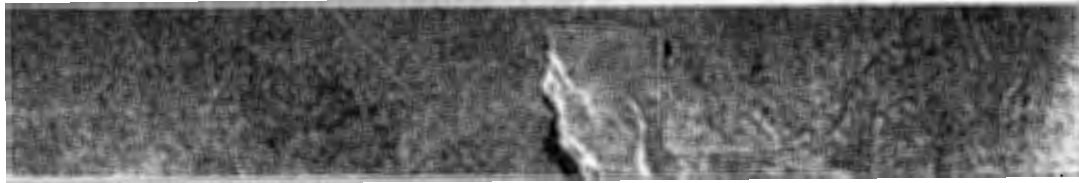
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BUSINESS

REAL ESTATE: Charges allege real estate fraud

San Bernardino prosecutors book an Upland man and a Fontana couple in separate cases

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BY DEBRA GRUSZECKI / STAFF WRITER

Published: Aug. 30, 2012 Updated: 5:10 p.m.



San Bernardino County prosecutors on Thursday, Aug. 29, announced charges in connection with two real estate fraud schemes, one involving \$4.5 million worth of property.

David Alan Boucher, 56, of Upland, was charged with 63 felony counts on charges he defrauded banks and financial businesses by filing fraudulent grant deeds on properties throughout San Bernardino County.

âThis is a disgraceful crime because of the financial impact that it has had on the



victims in this case,â District Attorney Michael Ramos said in a statement.

Boucher, who is expected to be arraigned Friday in San Bernardino County Superior Court, is accused of signing the grant deeds to 20 homes in multiple counties as the âauthorized representativeâ of the bank that acquired the foreclosed properties.

The 20 homes had a collective property value of \$4.5 million, Ramos said.

In some cases, hard money loans were obtained on the properties after the fraudulent transfer of title, prosecutors said.

Boucher, who is charged with filing false documents, forgery and identity theft, was arrested July 28 at his Upland residence by investigators of the San Bernardino Countyâs real estate fraud unit, the FBI, Riverside County district attorneyâs office and the Los Angeles Sheriffâs Department.

Ramos said he believes there may be additional victims, and encouraged them to come forward.

A search warrant served on Boucherâs home and a Bloomington business yielded records, weapons, \$127,000 in cash, silver coins and bars, Ramos said. Bruce Brown, supervising deputy district attorney with the real estate unit, said Los Angeles and Riverside County officials have been communicating with San Bernardino County on the investigation.

In a separate action, the San Bernardino County district attorneyâs office charged a Fontana couple with 20 felony counts related to a real estate scheme involving identity theft.

Nick Lee, 42, and his wife, Chang-Li Wang, 45, were booked on charges of forgery, procuring and offering a false or forged instrument, identity theft and grand theft involving properties in Fontana and Baldwin Park.

Lee, a licensed real estate agent and Wang, are accused of assuming the identity of one or more unsuspecting victims, and their credit profiles to obtain homes and credit cards, said senior investigator Jamie Samaniego.

A court conference for Lee and Chang-Li Wang is set for Friday.

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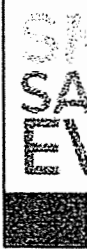


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MORE FROM BUSINESS

Attachment "B"

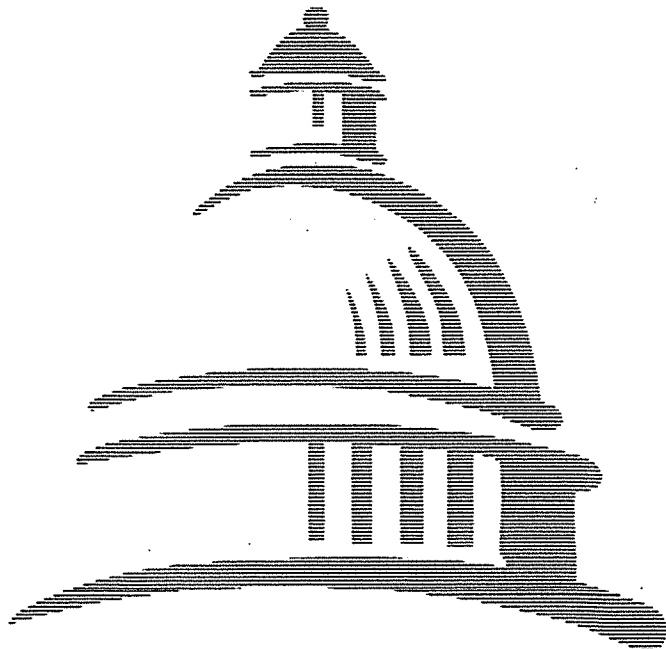
Legislation Analyst Report
On Real Estate Fraud Prosecution Trust Fund Program
October 2012
&
Government Code 27388



October 11, 2012

**Real Estate Fraud Prosecution
Trust Fund Program
Chapter 942, Statutes of 1995
(SB 537, Hughes)**

LEGISLATIVE ANALYST'S OFFICE



REAL ESTATE FRAUD PROSECUTION TRUST FUND PROGRAM

Current law requires the Legislative Analyst's Office (LAO) to report annually to the Legislature certain information related to real estate fraud cases in counties that participate in the Real Estate Fraud Prosecution Trust Fund Program. The report must also include information on the types of expenditures made by the law enforcement agencies of those counties to fight real estate fraud.

Background. In 1995, the Legislature enacted Chapter 942, Statutes of 1995 (SB 537, Hughes), which created the Real Estate Fraud Prosecution Trust Fund Program. Initially, the program allowed counties to establish a fee of up to \$2 for the filing of certain real estate documents with the county. These revenues were dedicated to support local law enforcement activities to fight real estate fraud. Beginning in 2009, counties are allowed to charge a fee of up to \$3 for these purposes when these documents are filed. Counties that opt into the program are required to deposit any fee revenues into a Real Estate Fraud Prosecution Trust Fund for use by local police, sheriffs, and district attorneys to "deter, investigate, and prosecute real estate fraud crimes." Local law enforcement agencies receive 40 percent and district attorneys receive 60 percent of program allocations from the fund. In counties where the district attorney exclusively does the investigation, 100 percent of the funding would go to that office.

Under state law, district attorneys are required to provide an annual report to the county board of supervisors and the LAO on (1) the number of complaints of real estate fraud that have been filed and other measures of program performance and outcomes; (2) information related to the condition of their Real Estate Fraud Prosecution Trust Fund; and (3) information on the administrative costs of operating the programs, including the payment of salaries and other expenses. State law further requires the LAO to annually compile this information and report this data to the Legislature.

Chapter 104, Statutes of 2012 (SB 1342, Emmerson), effective January 2013, removes the requirement that district attorneys report data on their Real Estate Fraud Prosecution Trust Fund activities to the LAO. Further, it removes the requirement that the LAO compile data from participating counties and provide a report to the Legislature. Therefore, 2012 is the final year the LAO will prepare a report on the Real Estate Fraud Prosecution Trust Fund Program for the Legislature.

Program Data for 2011-12. The figures below summarize the data the LAO received for 2011-12 from district attorneys in the counties that have opted into the program.

Figure 1

Real Estate Fraud Prosecution Program Statistics

2011-12 (Dollars in Millions)

	Cases Investigated	Cases Filed	Convictions	Victims in Filed Cases	Total/Aggregated Monetary Loss
Alameda	96	27	17	156	\$1.6
Contra Costa	52	15	15	36	3.7
El Dorado	37	6	1	36	4.3
Fresno	61	31	5	89	13.5
Los Angeles	234	113	26	255	75.6
Marin	4	—	—	—	0.9
Merced	23	9	2	28	1.8
Orange	340	38	15	545	173.0
Riverside	94	24	10	186	63.9
Sacramento	177	19	3	120	5.7
San Bernardino	98	43	30	152	0.7
San Diego	60	29	23	530	27.4
San Francisco	9	14	6	112	7.1
Santa Barbara	24	9	1	36	2.1
Santa Clara	65	30	8	604	35.5
Santa Cruz	34	11	8	58	55.9
Shasta	98	16	7	37	5.3
Solano	9	25	10	37	4.0
Stanislaus	50	15	6	50	152.0
Tulare	33	20	8	25	3.3
Ventura	206	21	9	43	18.8
Yolo	17	1	1	1	0.5
Totals	1,821	516	211	3,136	\$656.6

Note: numbers may not total due to rounding.

Figure 2
Real Estate Fraud Prosecution Program
Revenues and Expenditures*

2011-12 (In Thousands)

	Trust Fund Carry-In Balance	Trust Fund Revenue	Trust Fund Expenditures
Alameda	\$964	\$768	\$248
Contra Costa	993	563	474
El Dorado	10	105	119
Fresno	129	432	479
Los Angeles	1,727	4,279	4,411
Marin	—	—	—
Merced	68	144	97
Orange	—	1,527	1,530
Riverside	—	907	872
Sacramento	315	986	880
San Bernardino	112	699	1,085
San Diego	1,456	1,412	1,498
San Francisco	112	179	111
Santa Barbara	28	154	203
Santa Clara	—	964	1,435
Santa Cruz	1	103	103
Shasta	—	66	95
Solano	66	197	181
Stanislaus	27	188	282
Tulare	—	186	240
Ventura	—	304	286
Yolo	—	75	53
Totals	\$4,051	\$12,907	\$14,657

* For instances where expenditures exceed revenues, funds from other sources were used or costs were supplemented by fund balances that were rolled over from previous years

Figure 3

Real Estate Fraud Prosecution Program Expenditure Details^a

2011-12 (In Thousands)

	Salaries and Benefits	Operation and Support Costs	Total Expenditures
Alameda	\$248	—	\$248
Contra Costa	449	\$24	474
El Dorado	113	6	119
Fresno	417	60	479
Los Angeles	2,864	1,118	4,411
Marin	—	—	—
Merced	97	—	97
Orange	1,279	175	1,530
Riverside	831	41	872
Sacramento	816	63	880
San Bernardino	950	135	1,085
San Diego	1,419	78	1,498
San Francisco	—	—	111
Santa Barbara	186	1	203
Santa Clara	1,324	22	1,435
Santa Cruz	103	—	103
Shasta	80	12	95
Solano	174	7	181
Stanislaus	279	3	282
Tulare	235	5	240
Ventura	251	4	286
Yolo	50	2	53

^a Current law does not require counties to report to the Legislative Analyst's Office information about administrative costs, therefore, numbers may not total.



This report was prepared by Jeremy Fraysse under the supervision of Farra Bracht. The Legislative Analyst's Office (LAO) is a nonpartisan office which provides fiscal and policy information and advice to the Legislature.

To request publications call (916) 445-4656.

This report and others, as well as an e-mail subscription service, are available on the LAO's website at www.lao.ca.gov. The LAO is located at 925 L Street, Suite 1000, Sacramento, CA 95814.

GOVERNMENT CODE

SECTION 27360-27388

27360. For services performed by him, the county recorder shall charge and collect the fees fixed in this article.

27360.5. As used in this code, the word "folio" means 100 words. Each figure, character, symbol, and initial, excluding punctuation marks, shall be regarded as a word for the purpose of computing fees by a recorder.

27361. (a) The fee for recording and indexing every instrument, paper, or notice required or permitted by law to be recorded shall not exceed ten dollars (\$10) for recording the first page and three dollars (\$3) for each additional page, to reimburse the county for the costs of services rendered pursuant to this subdivision, except the recorder may charge additional fees as follows:

(1) If the printing on printed forms is spaced more than nine lines per vertical inch or more than 22 characters and spaces per inch measured horizontally for not less than three inches in one sentence, the recorder shall charge one dollar (\$1) extra for each page or sheet on which printing appears, except, however, the extra charge shall not apply to printed words which are directive or explanatory in nature for completion of the form or on vital statistics forms. Fees collected under this paragraph are not subject to subdivision (b) or (c).

(2) If a page or sheet does not conform with the dimensions described in subdivision (a) of Section 27361.5, the recorder shall charge three dollars (\$3) extra per page or sheet of the document. The funds generated by the extra charge authorized under this paragraph shall be available solely to support, maintain, improve, and provide for the full operation for modernized creation, retention, and retrieval of information in each county's system of recorded documents. Fees collected under this paragraph are not subject to subdivision (b) or (c).

(b) One dollar (\$1) of each three dollar (\$3) fee for each additional page shall be deposited in the county general fund.

(c) Notwithstanding Section 68085, one dollar (\$1) for recording the first page and one dollar (\$1) for each additional page shall be available solely to support, maintain, improve, and provide for the full operation for modernized creation, retention, and retrieval of information in each county's system of recorded documents.

(d) (1) In addition to all other fees authorized by this section, a county recorder may charge a fee of one dollar (\$1) for recording the first page of every instrument, paper, or notice required or permitted by law to be recorded, as authorized by each county's board of supervisors. The funds generated by this fee shall be used only by the county recorder collecting the fee for the purpose of implementing a social security number truncation program pursuant to Article 3.5 (commencing with Section 27300).

(2) A county recorder shall not charge the fee described in paragraph (1) after December 31, 2017, unless the county recorder has received reauthorization by the county's board of supervisors. A county recorder shall not seek reauthorization of the fee by the

board before June 1, 2017, or after December 31, 2017. In determining the additional period of authorization, the board shall consider the review described in paragraph (4).

(3) Notwithstanding paragraph (2), a county recorder who, pursuant to subdivision (c) of Section 27304, secures a revenue anticipation loan, or other outside source of funding, for the implementation of a social security number truncation program, may be authorized to charge the fee described in paragraph (1) for a period not to exceed the term of repayment of the loan or other outside source of funding.

(4) A county board of supervisors that authorizes the fee described in this subdivision shall require the county auditor to conduct two reviews to verify that the funds generated by this fee are used only for the purpose of the program, as described in Article 3.5 (commencing with Section 27300) and for conducting these reviews. The reviews shall state the progress of the county recorder in truncating recorded documents pursuant to subdivision (a) of Section 27301, and shall estimate any ongoing costs to the county recorder of complying with subdivisions (a) and (b) of Section 27301. The board shall require that the first review be completed not before June 1, 2012, or after December 31, 2013, and that the second review be completed not before June 1, 2017, or after December 31, 2017. The reviews shall adhere to generally accepted accounting standards, and the review results shall be made available to the public.

27361.1. Whenever two or more instruments, papers, or notices are serially incorporated on one form or sheet, or are attached to one another, except as an exhibit marked as such, each instrument, paper, or notice shall be considered to be a separate instrument, paper, or notice for the purpose of computing the fee established by Section 27361 of this code.

27361.2. Whenever any instrument, paper, or notice is recorded which contains references to more than one previously recorded document and which requires additional indexing by the county recorder to give notice required by law, an additional fee of one dollar (\$1) shall be charged for each reference to a previously recorded document, other than the first such reference, requiring additional indexing. References to group mining claims listed on a proof of labor shall be considered as only one reference when they are consecutively numbered or lettered alphabetically, and each break in consecutive numbers or letters shall be considered as an additional mine for fee purposes under this section and shall be so indexed in the index.

27361.3. Notwithstanding any contrary provision of the law, the fee for recording every release of lien, encumbrance, or notice executed by the state, or any municipality, county, city, district or other political subdivision shall be eight dollars (\$8) if the original lien, encumbrance, or notice was recorded without fee as provided by Section 27383 of the Government Code.

No fee shall be charged for recording a release of lien, encumbrance, or notice which was recorded in error by the state, or any municipality, county, city, district or other political subdivision if there is noted on the face of the release of lien, encumbrance, or notice a statement to that effect.

Two dollars (\$2) for recording each release of lien pursuant to

this section shall be available solely to support, maintain, improve, and provide for the full operation for modernized creation, retention, and retrieval of information in each county's system of recorded documents.

27361.4. (a) The board of supervisors of any county may provide for an additional fee of one dollar (\$1) for filing every instrument, paper, or notice for record, in order to defray the cost of converting the county recorder's document storage system to micrographics. Upon completion of the conversion and payment of the costs therefor, this additional fee shall no longer be imposed.

(b) The board of supervisors of any county may provide for an additional fee, other than the fees authorized in subdivisions (a) and (c), of one dollar (\$1) for filing every instrument, paper, or notice for record provided that the resolution providing for the additional fee establishes the days of operation of the county recorder's offices as every business day except for legal holidays and those holidays designated as judicial holidays pursuant to Section 135 of the Code of Civil Procedure.

(c) The board of supervisors of any county may provide for an additional fee, other than the fees authorized in subdivisions (a) and (b), of one dollar (\$1) for filing every instrument, paper, or notice for record provided that the resolution providing for the additional fee requires that the instrument, paper, or notice be indexed within two business days after the date of recordation.

27361.5. (a) As used in Section 27361, a page shall be one printed side of a single piece of paper being 8 1/2 inches by 11 inches.

(b) A sheet shall be one printed side of a single piece of paper which is not exactly 8 1/2 inches by 11 inches but not greater than 8 1/2 inches by 14 inches.

27361.6. Except as otherwise provided by law or regulation, all documents submitted for recording shall have at least a 1/2-inch margin on the two vertical sides except in the space reserved for recording information. At least the top 2 1/2 inches of the first page or sheet shall be reserved for recording information. The left-hand 3 1/2 inches of the space shall be used by the public to show the name of the person requesting recording and the name and address to which the document is to be returned following recording. In the event the first page or sheet of a document does not comply with these requirements, a separate page shall be attached by the party requesting recording to the front of the document which meets these criteria and which reflects the title or titles of the document as required by Section 27324. Any printed form accepted for recordation that does not comply with the foregoing shall not affect the notice otherwise imparted by recording.

All instruments, papers, or notices presented for recordation shall be on a quality of paper and contain print of a size and color which will reproduce legibly by microphotographic or imaging processes as set forth in Sections 26205.5 and 27322.2.

Any instrument, paper, or notice presented for recordation which in any way modifies, releases, or cancels the provisions of a previously recorded document shall state the recorder identification number or book and page of the document number being modified, released, or canceled.

27361.7. Whenever the text of a document presented for record may be made out but is not sufficiently legible to reproduce a readable photographic record, the recorder may require the person presenting it for record to substitute a legible original document or to prepare a legible copy of the first document by handwriting or typewriting and attach the same to the original as a part of the document for making the permanent photographic record. The handwritten or typewritten legible copy shall be certified by the party creating the copy under penalty of perjury as being a true copy of the original. As used in this section, the word "text" includes the notary seal, certificates, and other appendages thereto.

27361.8. Whenever any instrument, paper, or notice is recorded which requires additional indexing by the county recorder to give notice required by law and does not refer to a previously recorded document by reference, as covered in Section 27361.2, an additional fee of one dollar (\$1) shall be charged for each group of 10 names or fractional portion thereof after the initial group of 10 names.

27361.9. The board of supervisors of any county may provide for an additional fee for filing every preliminary notice pursuant to subdivision (a) of Section 8214 of the Civil Code for the exclusive purpose of defraying the cost of implementing and maintaining a system to facilitate compliance with subdivision (b) of Section 8214 of the Civil Code.

27364. The fee for each certificate under seal shall be set by the board of supervisors in an amount necessary to recover the direct and indirect costs of providing the product or service or the cost of enforcing any regulation for which the fee or charge is levied.

27365. The fee for any copy of a birth, death, or marriage certificate, when the copy is made by the recorder, is the same as is payable to a state or local registrar of vital statistics.

27366. The fee for any copy of any other record or paper on file in the office of the recorder, when the copy is made by the recorder, shall be set by the board of supervisors in an amount necessary to recover the direct and indirect costs of providing the product or service or the cost of enforcing any regulation for which the fee or charge is levied.

27369. The fee for searching the records of his office for a birth, death, or marriage certificate is the same as is payable to a state or local registrar of vital statistics; in all other cases, for each year, fifty cents (\$0.50).

27371. The fee for recording each map or plat where it is copied in a book of record is ten cents (\$0.10) for each course, plus ten

cents (\$0.10) a folio for letters and figures on the map or plat.

When recording is by a photographic method the fee for recording each map or plat shall be the same as provided for under Sections 27361 and 27361.5 of this code.

27372. The fee for recording or filing and indexing each map wherein land is subdivided in lots, tracts, or parcels is five dollars (\$5) for the first page and two dollars (\$2) for each additional page.

27375. The fee for taking an acknowledgment of any instrument is seventy-five cents (\$0.75).

27379. The fee for administering and certifying each oath or affirmation is fifty cents (\$0.50).

27380. The fee for filing, indexing, and keeping each paper not required by law to be recorded is three dollars (\$3).

27381. No charge or fee shall be made for recording, indexing, or issuing certified copies of any discharge, certificate of service, certificate of satisfactory service, report of separation, or notice of separation of any officer, commissioned warrant officer, warrant officer, flight officer, cadet, midshipman, noncommissioned officer, petty officer, soldier, sailor, or marine separated, released, or discharged from the Army, Navy, Marine Corps, Coast Guard of the United States, Women's Army Corps, Women's Army Auxiliary Corps, Women's Reserve of Navy, Marine Corps, or Coast Guard, or from the Army and Navy Nurse Corps.

27383. No fee shall be charged by the recorder for services rendered to the State, to any municipality, county in the State or other political subdivision thereof, except for making a copy of a paper or record.

27387. In addition to any other fee, the county recorder shall collect a fee from any lienor, other than a governmental entity, for the recordation of an abstract of judgment or other document creating an involuntary lien within the meaning of Section 27297.5 affecting title to real property. The fee shall not exceed the actual cost to the recorder of providing the notice required by Section 27297.5.

27387.1. (a) In addition to any other recording fee, the recorder, pursuant to Section 27297.6, may collect a fee from the party filing a deed, quitclaim deed, deed of trust, notice of default, or notice of sale, unless that party is a government entity. The fee shall not exceed the mailing cost of the notice specified in Section 27297.6 and the actual cost to provide information, counseling, or assistance

to a person who receives the notice, not to exceed seven dollars (\$7).

(b) The actual costs comprising the fee described in subdivision (a) may include administrative costs incurred by the recorder in performing the actions described in that subdivision. However, the administrative costs shall not exceed 10 percent of the total fee collected pursuant to subdivision (a).

(c) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

27387.1. (a) In addition to any other recording fee, the recorder may collect a fee from the party filing a deed, quitclaim deed, or deed of trust, other than a government entity, pursuant to Section 27297.6. The fee shall not exceed the mailing cost of the notice specified in Section 27297.6, not to exceed seven dollars (\$7).

(b) This section shall become operative on January 1, 2020.

27388. (a) In addition to any other recording fees specified in this code, upon the adoption of a resolution by the county board of supervisors, a fee of up to ten dollars (\$10) shall be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded within that county, except those expressly exempted from payment of recording fees. For purposes of this section, "real estate instrument" means a deed of trust, an assignment of deed of trust, an amended deed of trust, an abstract of judgment, an affidavit, an assignment of rents, an assignment of a lease, a construction trust deed, covenants, conditions, and restrictions (CC&Rs), a declaration of homestead, an easement, a lease, a lien, a lot line adjustment, a mechanics lien, a modification for deed of trust, a notice of completion, a quitclaim deed, a subordination agreement, a release, a reconveyance, a request for notice, a notice of default, a substitution of trustee, a notice of trustee sale, a trustee's deed upon sale, or a notice of rescission of declaration of default, or any Uniform Commercial Code amendment, assignment, continuation, statement, or termination. "Real estate instrument" does not include any deed, instrument, or writing recorded in connection with a transfer subject to the imposition of a documentary transfer tax as defined in Section 11911 of the Revenue and Taxation Code. The fees, after deduction of any actual and necessary administrative costs incurred by the county recorder in carrying out this section, shall be paid quarterly to the county auditor or director of finance, to be placed in the Real Estate Fraud Prosecution Trust Fund. The amount deducted for administrative costs shall not exceed 10 percent of the fees paid pursuant to this section.

(b) Money placed in the Real Estate Fraud Prosecution Trust Fund shall be expended to fund programs to enhance the capacity of local police and prosecutors to deter, investigate, and prosecute real estate fraud crimes. After deduction of the actual and necessary administrative costs referred to in subdivision (a), 60 percent of the funds shall be distributed to district attorneys subject to review pursuant to subdivision (d), and 40 percent of the funds shall be distributed to local law enforcement agencies within the county in accordance with subdivision (c). In those counties where the investigation of real estate fraud is done exclusively by the district attorney, after deduction of the actual and necessary administrative costs referred to in subdivision (a), 100 percent of

the funds shall be distributed to the district attorney, subject to review pursuant to subdivision (d). A portion of the funds may be directly allocated to the county recorder to support county recorder fraud prevention programs, including, but not limited to, the fraud prevention program provided for in Section 27297.7. Prior to establishing or increasing fees pursuant to this section, the board of supervisors may consider support for county recorder fraud prevention programs. The funds so distributed shall be expended for the exclusive purpose of deterring, investigating, and prosecuting real estate fraud crimes.

(c) The county auditor or director of finance shall distribute funds in the Real Estate Fraud Prosecution Trust Fund to eligible law enforcement agencies within the county pursuant to subdivision (b), as determined by a Real Estate Fraud Prosecution Trust Fund Committee composed of the district attorney, the county chief administrative officer, the chief officer responsible for consumer protection within the county, and the chief law enforcement officer of one law enforcement agency receiving funding from the Real Estate Fraud Prosecution Trust Fund, the latter being selected by a majority of the other three members of the committee. The chief law enforcement officer shall be a nonvoting member of the committee and shall serve a one-year term, which may be renewed. Members may appoint representatives of their offices to serve on the committee. If a county lacks a chief officer responsible for consumer protection, the county board of supervisors may appoint an appropriate representative to serve on the committee. The committee shall establish and publish deadlines and written procedures for local law enforcement agencies within the county to apply for the use of funds and shall review applications and make determinations by majority vote as to the award of funds using the following criteria:

(1) Each law enforcement agency that seeks funds shall submit a written application to the committee setting forth in detail the agency's proposed use of the funds.

(2) In order to qualify for receipt of funds, each law enforcement agency submitting an application shall provide written evidence that the agency either:

(A) Has a unit, division, or section devoted to the investigation or prosecution of real estate fraud, or both, and the unit, division, or section has been in existence for at least one year prior to the application date.

(B) Has on a regular basis, during the three years immediately preceding the application date, accepted for investigation or prosecution, or both, and assigned to specific persons employed by the agency, cases of suspected real estate fraud, and actively investigated and prosecuted those cases.

(3) The committee's determination to award funds to a law enforcement agency shall be based on, but not be limited to, (A) the number of real estate fraud cases filed in the prior year; (B) the number of real estate fraud cases investigated in the prior year; (C) the number of victims involved in the cases filed; and (D) the total aggregated monetary loss suffered by victims, including individuals, associations, institutions, or corporations, as a result of the real estate fraud cases filed, and those under active investigation by that law enforcement agency.

(4) Each law enforcement agency that, pursuant to this section, has been awarded funds in the previous year, upon reapplication for funds to the committee in each successive year, in addition to any information the committee may require in paragraph (3), shall be required to submit a detailed accounting of funds received and expended in the prior year. The accounting shall include (A) the amount of funds received and expended; (B) the uses to which those funds were put, including payment of salaries and expenses, purchase of equipment and supplies, and other expenditures by type; (C) the

number of filed complaints, investigations, arrests, and convictions that resulted from the expenditure of the funds; and (D) other relevant information the committee may reasonably require.

(d) The county board of supervisors shall annually review the effectiveness of the district attorney in deterring, investigating, and prosecuting real estate fraud crimes based upon information provided by the district attorney in an annual report. The district attorney shall submit the annual report to the board on or before September 1 of each year.

(e) A county shall not expend funds held in that county's Real Estate Fraud Prosecution Trust Fund until the county's auditor-controller verifies that the county's district attorney has submitted an annual report for the county's most recent full fiscal year pursuant to the requirements of subdivision (d).

(f) The intent of the Legislature in enacting this section is to have an impact on real estate fraud involving the largest number of victims. To the extent possible, an emphasis should be placed on fraud against individuals whose residences are in danger of, or are in, foreclosure as defined in subdivision (b) of Section 1695.1 of the Civil Code. Case filing decisions continue to be at the discretion of the prosecutor.

(g) A district attorney's office or a local enforcement agency that has undertaken investigations and prosecutions that will continue into a subsequent program year may receive nonexpended funds from the previous fiscal year subsequent to the annual submission of information detailing the accounting of funds received and expended in the prior year.

(h) No money collected pursuant to this section shall be expended to offset a reduction in any other source of funds. Funds from the Real Estate Fraud Prosecution Trust Fund shall be used only in connection with criminal investigations or prosecutions involving recorded real estate documents.

Attachment "C"

Application for Grant

Kern County Real Estate Fraud Law Enforcement Agency Funding Application

The application process is open to any law enforcement agency that is located in Kern County. Applicants are eligible to apply for funds that can enhance the capacity of local law enforcement to deter, investigate, and prosecute real estate fraud crimes. Grant funds cannot be used to offset a reduction in any other source of funds (Government Code Section 27388 (h)). Funds are awarded once every year.

COUNTY OF KERN REAL ESTATE FRAUD LAW ENFORCEMENT FUNDING APPLICATION

Agency Name: California City PD	Agency Address: 21130 Hacienda Blvd California City CA 93505	Agency located in Kern County? <div style="display: flex; justify-content: space-around;"> YES NO </div>
Contact Name: Chief Eric Hurtado	Title: Chief of Police	Phone Number: 760-373-8606
Number of real estate fraud cases in prior year: 3	Number of victims involved in the cases filed: 3	Total monetary loss: Approx \$200,000
Number of non-real estate fraud cases in prior year: Approx 300	Brief description of cases filed: Mortgage fraud by identity theft, money laundering, appraisal fraud, rent skimming, foreclosure consultant/loan mod fraud, recording false documents, real estate fixtures theft, squatting, notary fraud, and elder abuse.	
Describe agency's role in investigating real estate fraud: The California City Police Department investigates all real estate fraud reports it receives from initial intake, assignment to an investigator for follow-up, to case filing by a prosecutor. In addition, CCPD has provided investigative support and assistance to other law enforcement agencies in numerous real estate fraud cases. CCPD's expertise investigating sophisticated real estate frauds is well known and publicized. This year, CCPD proposes to use the requested 27388 funds as follows: (1) To transfer evidence collected on previous real estate fraud investigations to other law enforcement agencies having jurisdiction of unrelated frauds discovered in the course of CCPD investigations. (2) To allow follow-up investigation of a dependant/elder abuse case involving the transfer of properties to the suspects. (3) To fund several one day 'intro to real estate fraud' training classes aimed at improving detection and initial reporting of frauds by patrol officers at Kern County's LE agencies. Patrol officers are typically the first to encounter allegations of real estate fraud. Improving their ability to recognize and document real estate fraud at this early stage will have an overall improvement in investigation of real estate frauds county-wide. CCPD's experience investigating RE fraud makes it well suited for this task.		

<p>Government Code Section 27388.2 requires that the law enforcement agency receiving funds to either (please check if appropriate):</p> <p>A. Have a unit, division, or section devoted to the investigation or prosecution of real estate fraud, or both, which has been in existence for at least one year prior to the application date. YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (deactivated in 2014)</p> <p>B. Have on a regular basis, during the three years immediately preceding the application date, accepted for investigation or prosecution, or both, and assigned to specific persons employed by the agency, cases of suspected real estate fraud, and actively investigated and prosecuted those cases. YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>	
<p>Requested Funding Amount</p> <p>\$20,000</p>	<p>Agency Employees Assigned to Fraud Unit:</p> <p>Sgt. Hayes</p> <p>Det. Boston</p> <p>Ofcr. Katz</p> <p>Ofcr. Schultheiss</p>
<p>Annual Cost to run Fraud Unit</p> <p>\$130,000</p>	

Signature of Authorized Representative

Date

Expenditure Report CCPD was not a recipient of 27388 funding in 2014.

Agency Name: California City PD

Revenue Allocated	\$ \$0
--------------------------	--------

Revenue Expended	
Administrative Costs	\$
Equipment	\$
Software	\$
Investigations	\$
Salaries	\$
Benefits	\$
Travel	\$
Training	\$
Misc	\$

RE: SOLICITATION OF KERN COUNTY REAL ESTATE FRAUD TRUST FUND APPLICATION

Dear Prospective Applicant:

On October 30th, 2007 the County Board of Supervisors authorized the establishment of a Real Estate Fraud Prosecution Trust Fund and the imposition of a fee on certain real estate instruments as authorized under Government Code Section 27388. On April 1, 2014, the County Board of Supervisors approved a resolution increasing the fee to \$10 per instrument as authorized by the passage of Senate Bill 1342. The fees collected are for the purpose of enhancing the ability of local law enforcement and prosecutors to investigate and prosecute real estate fraud crimes.

Provisions of Government Code 27388 require that the County establish a Real Estate Fraud Prosecution Trust Fund to which all of the fees collected are placed. A small portion of the fees collected can be retained by the Recorder's Office to cover administrative costs. The remaining funds are distributed between local law enforcement agencies and the District Attorney.

Overseeing the allocation of funding is a Trust Fund Committee, comprised of the District Attorney, the County Administrative Officer, a chief officer responsible for consumer protection within the County, and the chief law enforcement officer of one law enforcement agency receiving or eligible to receive funding, or their designees. The law enforcement officer is a non-voting member selected by the other three members of the committee.

Attached please find the application to request funding from the Kern County Real Estate Trust Fund. The requirements for eligibility for funding are outlined in the attached Committee Procedures document. This letter and accompanying application serve as your notification of the application cycle.

Law enforcement agencies will have 45 days from the distribution of this notification to submit their applications. Therefore, applications must be received at the County Administrative Office no later than 5:00 P.M. on Friday, May 15, 2015. Please mail your completed application forms to the County Administrative Office at:

Attn: Alex Alva
County Administrative Office
Kern County Administrative Center
1115 Truxtun Avenue, 5th Floor
Bakersfield, California 93301

Disbursement of awards is anticipated to occur in September 2015.

Please contact me if you have any questions.

Thank you,

Alex Alva
Administrative Analyst
Office: (661) 868-3117
Fax: (661) 868-3190
E-mail: alvaa@co.kern.ca.us

Kern County Real Estate Fraud Committee Procedures

Purpose

On October 30th, 2007 the County Board of Supervisors authorized the establishment of a Real Estate Fraud Prosecution Trust Fund and the imposition of a fee on certain real estate instruments as authorized under Government Code Section 27388. On April 1, 2014, the County Board of Supervisors approved a resolution increasing the fee to \$10 per instrument as authorized by the passage of Senate Bill 1342. The fees collected are to fund programs that enhance the capacity of local enforcement and prosecutors to deter, investigate, and prosecute real estate fraud crimes.

Background

The resolution required that the County establish a Real Estate Fraud Prosecution Trust Fund to which all monies collected must be placed. The fee imposed, after deduction of any actual and necessary administrative costs incurred by the County, shall be paid at least quarterly to the County Auditor-Controller-County Clerk and be placed in the Real Estate Fraud Prosecution Trust Fund, which was established as an interest-bearing fund. Administrative fees shall not exceed 10 percent of fees collected.

After deduction of any actual and necessary administrative costs, 60 percent of the funds shall be distributed to the District Attorney, subject to an annual review, and 40 percent of the funds shall be distributed to local law enforcement agencies within the County as determined by the Real Estate Fraud Prosecution Trust Fund Committee. The funds so distributed shall be used for the exclusive purpose of deterring, investigating, and prosecuting real estate fraud crimes. No money collected from this source shall be used to offset a reduction in any other source of funds.

The Real Estate Fraud Prosecution Trust Fund Committee shall be comprised of the District Attorney, or his/her designee, the County Administrative Officer, or his/her designee, and the chief law enforcement officer of one law enforcement agency eligible to receive funds from the Trust Fund, or his/her designee, who shall be selected by the other three members of the Committee. The chief law enforcement officer shall be a nonvoting member of the Committee and shall serve a one-year term, which may be renewed. In addition, one person must be appointed by the Board of Supervisors to represent the interests of consumer protection.

Criteria for disbursements of funds

Local law enforcement agencies within the County are eligible to apply for funds and the Committee shall review applications and make determination by a majority vote as to the award of funds using the following criteria:

- a) Each law enforcement agency that seeks funds shall submit a written application to the Committee setting forth in detail the agency's proposed use of the funds;
- b) In order to qualify for receipt of funds, each law enforcement agency submitting an application shall provide written evidence that the agency either: (1) has a unit, division, or section devoted to the investigation or prosecution of real estate fraud, or both, and the unit, division, or section has been in existence for at least one year

**Kern County
Real Estate Fraud Committee Procedures**

prior to the application date, or (ii) has on a regular basis during the three years immediately preceding the application date, accepted for investigation or prosecution, or both, and assigned to specific persons employed by the agency, cases of suspected real estate fraud, and actively investigated and prosecuted those cases.

- c) The Committee's determination to award funds to a law enforcement agency shall be based on, but not be limited to (i) the number of real estate fraud cases filed in the prior year; (ii) the number of real estate fraud cases investigated in the prior year; (iii) the number of victims involved in the cases filed; and (iv) the total aggregated monetary loss suffered by victims, including the individuals, associations, institutions, or corporations, as a result of the real estate fraud cases filed, and those under active investigation by that law enforcement agency.
- d) Each law enforcement agency that has been awarded funds in the previous year, upon reapplication to the Committee in each successive year, in addition to the information the Committee may require in subparagraph (c), shall be required to submit a detailed accounting of funds received and expended in the prior year. The accounting shall include (i) the amount of funds received and expended; (ii) the uses to which those funds were put, including payment of salaries and expenses, purchase of equipment and supplies, and other expenditures by type; (iii) the number of expenditure of the funds; and (iv) other relevant information the Committee may reasonably require.

Application Cycle

The deadline to submit applications for committee for review will be 45 days from the issuance of applications.

Attachment "D"

Real Estate Fraud Prosecution Agreement



Shannon Hayes <shayes@californiacitypd.org>

Kern County Real Estate Fraud Agreement

1 message

Alex Alva <alvaa@co.kern.ca.us>

Wed, Sep 30, 2015 at 10:17 AM


To: shayes@californiacitypd.org

Good morning Sgt. Hayes,

On behalf of the Kern County Real Estate Fraud Trust Committee created to administer the funds in the Real Estate Fraud Trust pursuant to Government Code 27388, we are please to announce that your application for funds has been approved in the amount of \$20,000 for fiscal year 2015-16. Please review and return four copies of the attached Grant Agreement. Once the agreements are received the proposed allocation will be submitted to the Kern County Board of Supervisors for approval. Along with the agreement, please deliver the insurance requirements required under the agreement. If you have any questions, please do not hesitate to contact me.

Thank you,

Alex Alva, CFE
Administrative Analyst
County Administrative Office
1115 Truxtun Ave., 5th Floor
Bakersfield, CA 93301
Phone: 661.868.3117
Fax: 661.868.3190

 Real Estate Fraud Prosecution AGREEMENT.pdf
164K

**Kern County Real Estate Fraud Prosecution Trust Fund
Grant Disbursement Agreement
County of Kern – California City Police Department**

This Grant Disbursement Agreement is made and entered into this _____ day of _____, 2015 by and between the County of Kern, a political subdivision of the State of California (hereinafter "County") and California City Police Department (hereinafter "Grantee"). County and Grantee are referred to individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS:

- a) The County of Kern is authorized to make grant funds available to local law enforcement agencies within the county under the Real Estate Fraud Prosecution Trust Fund;
- b) The grant funding made available through the Real Estate Fraud Prosecution Trust Fund is designated for prosecution and/or investigation of real estate fraud cases;
- c) Grantee is a local law enforcement agency within the county and desires to utilize grant funds for investigation of real estate fraud cases; and
- d) An application for participation in this grant process by Grantee has been submitted and approved by the County for the purposes of investigating real estate fraud cases.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, County and Grantee agree as follows:

- 1. **County's Obligation.** County will make a grant in the maximum amount of Twenty Thousand Dollars (\$20,000) to the Grantee subject to the terms and conditions set forth herein.
- 2. **Purpose.** Grantee will utilize the funds for the prosecution and/or investigation of real estate fraud cases.
- 3. **Deposit of Funds.** Grantee shall deposit grant funds in a special account designated Real Estate Fraud Prosecution Fund, separate and apart from all other accounts, which shall reflect all receipts and expenditures of funds granted by County only.
- 4. **Term.** Grantee shall utilize such funding during a period not to exceed twelve (12) months from the date of this Agreement.
- 5. **Disbursement of Grant Funds.** Funds will be disbursed entirely at the beginning of the term. Request to carryover unspent grant funds shall be submitted by May 1, 2016 if investigations and/or prosecutions are still in progress. Grantee shall provide accurate records of all its costs, disbursements and receipts for the funds used under this Agreement.
- 6. **Non-appropriation.** County reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, County will be released from any further financial obligation to Grantee, except for services performed prior to the date of termination. Recipient will be given thirty (30) days written notice in the event that such action is required by County.

7. **Assignment.** Grantee shall not assign, sublet, or transfer this Agreement, or any part hereof. Grantee shall not assign any monies due or which become due to Grantee under this Agreement without the prior express and written approval of the County.
8. **Audit, Inspection and Retention of Records.** Grantee agrees to maintain and make available to County, accurate books and records relative to all its activities under this Agreement. Grantee shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Grantee shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.
9. **Authority to Bind County.** It is understood that Grantee, in Grantee's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.
10. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision. This Agreement is the product of negotiation and both Parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
11. **Choice of Law/Venue.** The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.
12. **Compliance with Law.** Grantee shall observe and comply with all applicable county, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.
13. **Confidentiality.** Grantee shall not, without the written consent of County, communicate confidential information, designed in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.
14. **Conflict of Interest.** Grantee has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Grantee agrees that they are unaware of any financial interest of any public officer or employee of the county relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice thereof. Grantee shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

15. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
16. **Enforcement of Remedies.** No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.
17. **Indemnification.** Grantee agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Grantee or Grantee's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Grantee by any person or entity.
18. **Insurance.** Grantee, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Grantee's actions in connection with the performance of Grantee's obligations, as required in this Agreement, shall secure and maintain insurance as described below.

Grantee shall not perform any work under this Agreement until Grantee has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Grantee shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Grantee shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested.

Grantee shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Grantee or County as an additional insured.

A. **Workers' Compensation and Employers Liability Insurance Requirement** - In the event Grantee has employees who may perform any services pursuant to this Agreement, Grantee shall submit written proof that Grantee is insured against liability for

workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Grantee shall require any sub-contractors to provide workers' compensation for all of the sub-contractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Grantee. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Grantee shall provide and/or require each sub-Agent to provide adequate insurance for the coverage of employees not otherwise covered. Grantee shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

B. Liability Insurance Requirements:

(1) Grantee shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Grantee's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent Consultants working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

(c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

(2) The Commercial General Liability and Automobile liability Insurance required in this subparagraph b. shall include an endorsement naming County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

(4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Grantee, at Grantee's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage

extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

C. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Grantee shall be maintained until the completion of all of Grantee's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Grantee shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Grantee in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Grantee shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

D. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.

E. If Grantee is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Grantee shall provide coverage equivalent to the insurance coverages and endorsements required above. County will not accept such coverage unless County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Grantee is equivalent to the above-required coverages.

F. All insurance afforded by Grantee pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against County.

G. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Grantee for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

H. Failure by Grantee to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Grantee. County, at its sole option, may terminate this Agreement and obtain damages from Grantee resulting from said breach.

19. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.
20. **Negation of Partnership.** In the performance of all services under this Agreement, Grantee shall be, and acknowledges that Grantee is, in fact and law, the recipient of a grant and not an agent or employee of County. Grantee has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this Agreement. Grantee retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Grantee in the provision of services under this Agreement. With respect to Grantee's employees, if any, Grantee shall be solely responsible for payment of wages, benefits and other

compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

21. **Non-Collusion Covenant.** Grantee represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Grantee has received from County no incentive or special payments, nor considerations not related to the provision of services under this Agreement.
22. **Nondiscrimination.** Neither Grantee, nor any officer, agent, employee, servant or subcontractor of Grantee shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by law, either directly or through contractual or other arrangements.
23. **Non-waiver.** No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Grantee. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.
24. **Notices.** All notices required or provided for in this Agreement shall be provided to County at the address below and to the Grantee at the address below. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by leaving such notice with the receptionist or other person of like capacity employed in Grantee's office, or the receptionist for the County Administrative Office.

Responsible County Department
Real Estate Fraud Prosecution Trust Fund
County Administrative Office
Kern County Administrative Center
1115 Truxtun Avenue, Fifth Floor
Bakersfield, CA 93301

California City Police Department
21130 Hacienda Boulevard
California City, CA 93505

25. **Ownership of Documents.** All reports, documents and other items generated or gathered in the course of providing services to County under this Agreement are and shall remain the property of the County, and shall be returned to County upon full completion by Grantee or termination of this Agreement, whichever first occurs.
26. **Representations.** Grantee makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:
 - a. Grantee has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and

b. Grantee does not have any actual or potential interests to County nor does Grantee represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and

c. Grantee shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

27. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.
28. **Signature Authority.** Each Party has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
29. **Sole Agreement.** This document, including the attachments hereto, contains the entire agreement of the Parties relating to the services, rights, obligations and covenants contained herein and assumed by the Parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promises, modifications, change or inducement shall be effective or given any force or effect.
30. **Termination.** The County may at any time and without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty (30) days after mailing by regular U.S. Mail, postage prepaid. In addition, either Party may immediately terminate this Agreement should the other Party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either Grantee or the County, Grantee shall submit to the responsible County Department all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within fifteen (15) days after the effective date of any written Notice of Termination. Should either Party terminate this Agreement as provided herein, County shall pay Grantee for all satisfactory services rendered by Grantee prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in the Schedule.
31. **Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.
32. **Waiver of Claims.** Grantee waives all claims and recourse against County, including the right to retribution for any loss or damage arising from, growing out of, or in any way connected with or incident to this Agreement.

County of Kern:

Grantee:

Chairman, Board of Supervisors

Eric Hurtado, Chief of Police
California City Police Department

"County"

"Grantee"

Approved as to Form:

Approved as to Content:

Deputy County Counsel

County Administrative Officer

City of California City

MAYORAL PROCLAMATION

NATIONAL MASSAGE THERAPY AWARENESS WEEK **University of Antelope Valley**

WHEREAS, Massage therapy is beneficial to overall health and is increasingly part of integrated health care;

WHEREAS, Consumers are spending \$8 to \$12 billion annually on massage therapy;

WHEREAS, Therapeutic massage can benefit people of all ages;

WHEREAS, A growing body of clinical research shows massage therapy is beneficial for a wide variety of health issues, including stress, high blood pressure, fibromyalgia, arthritis, back pain, muscles injury and soreness, headaches and just maintaining good health; and

WHEREAS, The American Massage Therapy Association (AMTA), a 56,000-member professional association for massage therapists, provides consumer and professional education information on massage and helps consumers and health professionals locate qualified massage therapists in their area;

NOW, THEREFORE, Jennifer Wood Mayor of the California City, do hereby proclaim the week of October 25-31, 2015

NATIONAL MASSAGE THERAPY AWARENESS WEEK *In October 25-31 2015.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of California City at the City Hall in California City, California on this _____ day of _____ Two-Thousand Fifteen.

Mayor of _____

CC5.



California City Fire Rescue

Fire Administration

October 19, 2015

TO: Finance Director Rudy Hernandez

FROM: Fire Chief Armstrong

RE: Budget Transfer

Rudy,

Attached is a budget transfer request form. This memo is to serve as an explanation for the need.

The Department has purchased some Safety Equipment items from one of our regular uniform vendors. Inadvertently, this increased purchase from a new vendor caused all of the invoices to be applied to 19-4222-140 Uniforms. This memo and budget transfer address the corrections needed.

Here is a brief overview:

7/24/15 Turnout Pants repairs \$155.50
9/30/15 Helmet Shield \$76.57
9/22/15 Crew Boss Wildland PPE \$174.55
9/22/15 Crew Boss Wildland PPE \$176.54
8/28/15 Nozzle Clamp / Engine \$ 10.99
8/19/15 Wildland Helmet \$ 49.59
8/19/15 Helmet Shield 124.77
8/19/15 Wildland Helmets & acces. (Seasonals) \$ 290.68
7/28/15 Fire Shelters & Web Gear \$ 2,024.34
7/22/15 Wildland Glove \$32.99
7/13/15 Wildland supplies \$169.76

Total Transfer Request: \$3,286.28

City of California City

BUDGET TRANSFER REQUEST FORM

Department Requesting Transfer: FIRE

Contact Person: Chief ARMSTRONG Contact Phone: 373-7003

FUND NUMBER: 19

1. Transfer funds OUT of Account #: 19-4222-451 Title: SAFETY EQUIP

Transfer funds INTO Account #: 19-4222-140 Title: UNIFORMS

Transfer amount: \$3,286.²⁸

Justification: SEE ATTACHED MEMO

FUND NUMBER: 19

2. Transfer funds OUT of Account #: 19-4222-140 Title: UNIFORMS

Transfer funds INTO Account #: 19-4216-140 Title: UNIFORMS (CODE ENF)

Transfer amount: 116.⁹⁸

Justification: CED HIGHTOWER'S BOOTS CHARGED TO
FILE INSTEAD OF CODE ENFORCEMENT

Authorized Signatures for Account funds are to be transferred OUT of:

1) Requested By: [Signature] Date: 10/19/15

2) Approved By: [Signature] Date: 10/19/15

Director/City Manager

For Finance Department Use Only

Funds Available: Yes No

Processed By: _____ Date: _____

Approved By: _____ Date: _____

CITY OF CALIFORNIA CITY

CHECK REQUEST & DISTRIBUTION

NAME Witmer Public Safety VENDOR _____ DATE 8/4/15

ADDRESS 104 Independence Way

CITY Coatesville STATE CA ZIP 19320

DESCRIPTION	ACCOUNT	AMOUNT
Uniforms	19-4222-140	\$116.98

COMPUTER POSTING

DATE	INVOICE #	AMOUNT	DEPARTMENT TITLE	ACCOUNT NUMBER	AMOUNT
7/29/2015	E1363365	\$116.98	Fire	19-4222-140	\$116.98
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

MAIL CHECK ()

HOLD ()

RETURN TO REQUESTOR ()

DEPARTMENT APPROVALS

Department Fire Dept. Approval _____

Finance Approval _____ City Manager Approval _____

STAFF REPORT
FOR
CITY COUNCIL
October 27, 2015

TO: Mayor and City Council

FROM: Chief Eric Hurtado

SUBJECT: Create position of "*Police Dispatch Supervisor*"

BACKGROUND:

The California City Police Department has had 2 levels of dispatchers to work in the City's Police Dispatch Center. These positions include: *Dispatcher-1* and *Dispatcher-2*. The role of *Dispatcher-2* has previously been to train new Dispatchers as well as supervise both Part-Time and Full-Time dispatchers.

During this Fiscal Year, the position of *Records Supervisor* was created. The employee that held the *Dispatcher-2* position, now holds the position of *Records Supervisor*. The *Dispatcher-2* position, as outlined in the UMD is now vacant.

The Job Description for *Dispatcher-2* (Position Control No. 55-2002) only outline the **SUPERVISORY DUTIES** as "*Quasi Supervisor*". The duties of the *Dispatcher-2* placed the employee beyond their scope of their Job Description and could be considered "Out-of-classification". The Job Description for *Police Dispatch Supervisor* expands the duties to include 100% Supervisory Responsibility over the Police Department's Dispatcher Section.

Staff requests the position of *Dispatcher-2* remain vacated for this fiscal year, and create the position of "*Police Dispatch Supervisor*". This position would supervise the Part-Time and Full-Time Dispatchers within the Police Department. (See Job Descriptions and salary schedule in "Attachments A-D").

CC 7.

RECOMMENDATION:

Staff recommendation is to create the position of, *"Police Dispatch Supervisor"* for this Fiscal Year and amend the UMD to reflect the new position.

FISCAL IMPACT:

Increase in salaries of approximately \$5,000 for remaining Fiscal Year 2015-16.

The Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department.

ENVIRONMENTAL ACTIONS:

N/A

Attachment "A"
Approved in 2002 and
Is pending revision

CITY OF CALIFORNIA CITY

JOB DESCRIPTION

POLICE DISPATCH/CLERK I

2002

Position Control No. 54-2002

EMPLOYMENT

CLASSIFICATION: Classified

DEPARTMENT: Police Department

REPORTS TO: Admin. Lt.

PURPOSE/OBJECTIVE OF JOB: To receive and transmit routine and emergency telephone and radio voice messages, dispatch assignments according to established police and fire procedures, operate various telecommunications center equipment and provide clerical and record keeping services to the Police Department as listed below.

LEVEL OF SUPERVISION REQUIRED: Moderate to limited

SUPERVISORY RESPONSIBILITIES: None

ESSENTIAL DUTIES AND RESPONSIBILITIES:

(NOTE: All duties are considered essential because of the limited number of positions in this class. Reasonable accommodations may be made in order to enable individuals with disabilities to perform the essential functions.)

1. Receive and evaluate 9-1-1, police and fire emergency and business calls, transfers to appropriate party.
2. Dispatch police and fire units to emergency and non-emergency locations.
3. Handle inquiries and complaints from the public regarding services.
4. Operate computer consoles for call input, dispatching and continuous update of suspect information and officer locations.
5. Enter call information in written and computer-based formats.
6. Operate multi-channel radio systems, log and fill out call form, monitor other channels while maintaining radio traffic on main channels.
7. Maintain radio contact with mobile and portable units.
8. Recognize units from other agencies and assist them with City units or supply requested information.
9. Respond to officer-initiated radio traffic requests and disseminate suspect information.

cash register and contents.

MINIMUM QUALIFICATIONS:

1. Ability to type at a corrected rate of 35 words per minute.
2. High school graduate or equivalent.
3. One year clerical experience involving frequent public contacts preferred.
4. Two year dispatch experience.
5. Must be able to pass a background investigation and physical exam.

ESSENTIAL POSITION REQUIREMENTS:

Knowledge of:

1. Terminology used in police and related emergency radio and telephone communications.
2. Operation of communication equipment including telephone, radio, paging, computer and related systems.
3. Basic record keeping principles and practices.
4. Standard office equipment, including computerized equipment and typewriters.

Ability to:

1. Memorize codes, names, locations and other detailed information.
2. Assess and prioritize emergency situations.
3. Attend to multiple activities and sources of input simultaneously.
4. Obtain information from individuals in emergency situations, including those who are emotionally distraught, angry or difficult to understand.
5. Remain calm and exercise rapid and sound judgment in stressful and emergency situations.
6. Communicate tactfully and effectively with the public, public safety personnel and others.
7. Operate complex radio, telephone and 9-1-1 systems simultaneously.
8. Learn City dispatching codes, policies, procedures and equipment.
9. Work evening, night, weekend, and holiday shifts on a rotating basis.
10. Be called back or held over to maintain minimum staffing levels.
11. Perform clerical duties, including record keeping, maintaining office records and files.

ESSENTIAL PHYSICAL REQUIREMENTS:

Strength: See attached CA RU-91

Ability to: Reach, turn, move from one location to another.

Speak clearly and correctly, sit, hear, handle, climb. Visual acuity (near 20 inches, far over 20 ft.) Perform one or more of the following functions simultaneously.

MARGINAL PHYSICAL REQUIREMENTS:

Ability to stand, walk, kneel, crouch, stoop, handle. Accommodations available for this position.

ENVIRONMENTAL CONDITIONS TO WHICH EXPOSED:

Moderate noise intensity level.

ADA/EEOC Job Description

Approved by City Council December 17, 2002

Attachment "B"
Approved in 2002 and
Is pending revision

CITY OF CALIFORNIA CITY

JOB DESCRIPTION

POLICE DISPATCH/CLERK II

2002

Position Control No. 55-2002

EMPLOYMENT

CLASSIFICATION: Classified

DEPARTMENT: Police Department

REPORTS TO: Admin. Lt.

PURPOSE/OBJECTIVE OF JOB: To receive and transmit routine and emergency telephone and radio voice messages, dispatch assignments according to established police and fire procedures, operate various telecommunications center equipment and provide clerical and record keeping services to the Police Department.

LEVEL OF SUPERVISION REQUIRED: Moderate to limited

SUPERVISORY RESPONSIBILITIES: Quasi Supervisor

ESSENTIAL DUTIES AND RESPONSIBILITIES:

NOTE: All duties are considered essential because of the limited number of positions in this class. Reasonable accommodations may be made in order to enable individuals with disabilities to perform essential functions.

1. Receive and evaluate 9-1-1, police and fire emergency and business calls, transfers to appropriate party.
2. Dispatch police and fire units to emergency and non-emergency locations.
3. Handle inquiries and complaints from the public regarding services.
4. Operate computer consoles for call input, dispatching and continuous update of suspect information and officer locations.
5. Enter call information in written and computer-based formats.
6. Operate multi-channel radio systems, log and fill out call form, monitor other channels while maintaining radio traffic on main channels.
7. Maintain radio contact with mobile and portable units.
8. Recognize units from other agencies and assist them with City units or supply requested information.

9. Respond to officer-initiated radio traffic requests and disseminate suspect information.
10. Handle other after-hours phone lines, act as receptionist on all shifts.
11. Process documents for submission to courts and/or for property forfeiture, organize and prepare court packages and forfeiture tracking documentation.
12. Organize and maintain departmental records and files.
13. Receive and answer teletypes and maintain record of teletypes received.
14. Confer with other agencies to secure or provide a variety of information.
15. Enter and retrieve information on an on-line or personal computer system, obtain and review computer print-outs for various law enforcement activities.
16. Check files for criminal records of subjects for authorized personnel.
17. Retrieve and make copies of accident, crime and arrest reports, and provide copies of reports to authorized parties.
18. Maintain records of subpoenas and citations.
19. Maintain adult and juvenile arrest records.
20. Maintain and update sex registrant files and entering information into the California Law Enforcement Telecommunication System (CLETS) in a timely manner as directed by the Department of Justice.
21. Maintain and update narcotic registrant files.
22. Maintain and update gang registrant files.
23. Update in-house records for current phone numbers and addresses of police personnel.
24. Sealing of records when requested by court.
25. Provide copies of daily police logs to court and newspapers.
26. Check and update LEADS computer entries for accuracy.
27. Update reports in ~~computer~~ with disposition remarks from court or District Attorney.
28. Update monthly NCIC validation reports with Investigators.
29. Supply basic background checks for DOJ, police departments, government agencies and other law enforcement agencies.
30. Monitor CLETS and CJIS computer systems as the Agency Terminal Coordinator (ATC).
31. Train dispatchers and officers on new procedures for CLETS and CJIS.
32. Provide training and testing for yearly re-certification on CLETS systems.
33. Attend meetings as the ATC for training and updating of CLETS.
34. Monitor the 9-1-1 systems for the department as the Public Safety Answering Point manager (PSAP).
35. Prepare dispatch work and vacation schedules for full and part time employees.
36. Handle counter traffic and customers who are irate.
37. Deliver paperwork to the court or DA when necessary.
40. Close out cash register for daily receipts; be responsible for

10. Handle other after-hours phone lines, act as receptionist on all shifts.
11. Prepare a daily report of crime information collected.
12. Process documents for submission to courts and/or for property forfeiture, organize and prepare court packages and forfeiture tracking documentation.
13. Organize and maintain departmental records and files.
14. Receive and answer teletypes and maintain record of teletypes received.
15. Confer with other agencies to secure or provide a variety of information.
16. Enter and retrieve information on an on-line or personal computer system, obtain and review computer print-outs for various law enforcement activities.
17. Check files for criminal records of subjects for authorized personnel.
18. Retrieve and make copies of accident, crime and arrest reports, and provide copies of reports to authorized parties.

MINIMUM QUALIFICATIONS:

1. Ability to type at a corrected rate of 35 words per minute.
2. High school graduate or equivalent.
3. One year clerical experience involving frequent public contacts preferred.
4. Possession of Post Basic Dispatcher and Department of Justice CLETS/CJIS operator certifications within 2 years of hire as an Emergency Dispatcher.
5. Must be able to pass a background investigation and physical exam.

ESSENTIAL POSITION REQUIREMENTS:

Knowledge of:

1. Terminology used in police and related emergency radio and telephone communications.
2. Operation of communication equipment including telephone, radio, paging, computer and related systems.
3. Basic record keeping principles and practices.
4. Standard office equipment, including computerized equipment and typewriters.

Ability to:

1. Memorize codes, names, locations and other detailed information.
2. Assess and prioritize emergency situations.
3. Attend to multiple activities and sources of input simultaneously.
4. Obtain information from individuals in emergency situations, including those who are emotionally distraught, angry or difficult to understand.
5. Remain calm and exercise rapid and sound judgment in stressful and emergency situations.
6. Communicate tactfully and effectively with the public, public safety personnel and others.

7. Operate complex radio, telephone and 9-1-1 systems simultaneously.
8. Learn City dispatching codes, policies, procedures and equipment.
9. Work evening, night, weekend, and holiday shifts on a rotating basis.
10. Be called back or held over to maintain minimum staffing levels.
11. Perform clerical duties, including record keeping, maintaining office records and files.

ESSENTIAL PHYSICAL REQUIREMENTS:

Strength: See attached work profile CA RU-91.

Ability to: Reach, turn, move from one location to another.

Speak clearly and correctly, sit, hear, handle. Visual acuity (near 20 inches, far over 20 ft.) Perform one or more of the following functions simultaneously.

MARGINAL PHYSICAL REQUIREMENTS:

Ability to stand, walk, kneel, crouch, stoop, handle. Accommodations may be made in this position.

ENVIRONMENTAL CONDITIONS TO WHICH EXPOSED:

Moderate noise intensity level.

ADA/EEOC Job Description

Approved by City Council December 17, 2002

City of California City
Salary Schedule
2015-2016

<u>Class</u>	<u>Title</u>	<u>Range</u>	<u>Step</u>	<u>Hourly</u>	<u>Bi-Weekly</u>	<u>Monthly</u>
Police Dept	Police Clerk/Dispatcher I	20P	1	14.26	1140.80	2472.08
			2	14.98	1198.40	2595.68
			3	15.72	1257.60	2725.47
			4	16.51	1320.48	2861.74
			5	17.34	1387.20	3004.83
			6	18.20	1456.00	3155.07
Police Dept	Police Clerk/Dispatcher II	23P	1	16.93	1354.40	2934.53
			2	17.78	1422.12	3081.26
			3	18.67	1493.23	3235.32
			4	19.60	1567.89	3397.09
			5	20.58	1646.28	3566.94
			6	21.61	1728.60	3745.29
Police Dept	Police Dispatcher Supervisor	33P	1	18.67	1493.60	3270.80
			2	19.60	1568.28	3434.34
			3	20.58	1646.69	3606.06
			4	21.61	1729.03	3786.36
			5	22.69	1815.48	3975.68
			6	23.83	1906.25	4174.46
Police Dept	Police Corporal/Police Officer II	85	1	20.93	1674.40	3628.63
			2	21.98	1758.12	3810.06
			3	23.08	1846.03	4000.56
			4	24.23	1938.33	4200.59
			5	25.45	2036.00	4410.62
			6	26.45	2116.00	4631.15

Attachment "C"
Approved in 2015 Budget

JOB DESCRIPTION

POLICE DISPATCH SUPERVISOR

2014

Position Control No. 1118-2014

EMPLOYMENT

CLASSIFICATION: Classified

DEPARTMENT: Police Department

REPORTS TO: Police Chief

PURPOSE/OBJECTIVE OF JOB: Provide leadership to workers who handle calls regarding emergency situations, Monitor workers and calls, making sure the correct number of police, or other emergency vehicles and personnel are sent to the scene.

To receive and transmit routine and emergency telephone and radio voice messages, dispatch assignments according to established police and fire procedures, operate various telecommunications center equipment and provide clerical and record keeping services to the Police Department.

LEVEL OF SUPERVISION REQUIRED: 100% SUPERVISORY RESPONSIBILITY

Characteristics:

This is a supervisory class within the Police Department's Dispatcher Section. Incumbents have responsibility for supervision of public safety dispatchers and perform skilled work in receiving and dispatching messages. Work, which is performed with some independence within established policies and procedures, requires the exercise of considerable initiative and judgment in emergency situations. The position requires strong verbal and written communication skills.

Incumbents in this classification will be required to work shifts, including nights, weekends and holidays.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The successful incumbent must be able to perform all job functions with or without reasonable accommodation.

- Plans, assigns, supervise and reviews work of subordinate dispatch personnel; establishes work performance standards for subordinates.
- Participates in the selection of new employees; evaluates employee performance and assists in training of subordinates.
- Reviews the scheduling and personally schedules work to meet work objectives; maintains time and attendance records.
- Supervises and participates in the preparation and maintenance of records and reports.
- Confers with supervisors regarding communications and operational activities; makes decision on procedural issues.
- Monitors various radio frequencies and telephone calls; functions as a public safety dispatcher in a relief capacity or in emergency situations.
- Performs other job -related duties as required/assigned.
- Supervise and train public safety dispatchers; communicate effectively
- Prepare and supervise the preparation and maintenance of necessary records and reports.
- Obtain information, determine priorities and exercise good judgment in emergency situations
- Input data and utilize a computer aided dispatch system.
- Comprehend written and oral instructions.
- Work effectively with persons of varying socio-economic backgrounds in emergency and non-emergency situations.
-

Position Requirements:

- Three years (3) years' experience comparable to a Police Dispatcher including one (1) year as a Police Dispatcher.
- Possession of a valid Class C California Driver's License is required at time of appointment.

A high school diploma/GED is required

Essential Physical Requirement:

Ability to reach, turn, moves from location to another.

Speak clearly and correctly, sit, hear, handle, climb.

Visual acuity near 20 inches, far over 20 ft.

Occasional Physical Requirements:

Stand, walk, kneel, crouch, stoop, and handle various objects/equipment.

Environmental conditions to which exposed

Moderate noise intensity level.

ADA/EEOC/

Date Approved by Council: _____



Side Letter of Agreement between the City of California City
AND
California City Miscellaneous Employees Association
October 2015

This side letter of agreement will modify Article twenty-five, Uniform Allowance of the Associations MOU dated August 2015 to August 2018

Article XXV
Uniform Allowance

CLASSIC

All Association members hired by the City on or before December 31, 2012 or who are defined as CalPERS Classic Employees shall be provided with a Pensionable Uniform compensation allowance.

The City will provide up to five uniform work shirts (1-shirt alternative), a heavy jacket, and one pair of safety shoes or boots (City specification) for employees who are required to wear them with an annual pensionable compensation valued up to \$250.00 annually.

The job classifications identified as being eligible for the uniform allowance include:

Pumping Operator II
General Service Worker
Heavy Equip Operator I
Water Operator Lead
Streets Lead
WWTP Operator 1, II & III
WWTP OIT
Maintenance Worker I

CCB

Tier II

All Association members hired by the City between December 18, 2012 and January 1, 2013, or who are defined as CalPERS Employees shall be provided with up to five uniform work shirts (1-shirt alternative), a heavy jacket, and one pair of safety shoes or boots (City specification) for employees who are required to wear them with an annual pensionable compensation valued up to \$250.00 annually. Members of the Miscellaneous Association with prior PERS service credit will be eligible for the pensionable uniform compensation.

Pumping Operator II

General Service Worker

Heavy Equip Operator I

Water Operator Lead

Streets Lead

WWTP Operator 1, II & III

WWTP OIT

Maintenance Worker I

PEPRA

All Association members hired by the City on or after January 1, 2013 who are defined as CalPERS Employees shall be provided with up to five uniform work shirts (1-shirt alternative), a heavy jacket, and one pair of safety shoes or boots (City specification) for employees who are required to wear them. The annual value of the uniform of \$250.00 is not included as pensionable compensation.

Pumping Operator II

General Service Worker

Heavy Equip Operator I

Water Operator Lead

Streets Lead

WWTP Operator 1, II & III

WWTP OIT

Maintenance Worker I

Miscellaneous
Employee Association

City of California City

By: Toby Layton, President

Date: _____

By: _____
William T. Weil, City Manager

Date: _____

CITY COUNCIL

October 27, 2015

TO: Mayor and City Council

FROM: Craig C Platt Public Works Director

SUBJECT: Pool House offer from McLarens Global Claim Services

BACKGROUND:

On June 28, 2014, the California City Pool house suffered damage from an electrical fire. The City has been working with Helt Engineering and representatives from the insurance company to determine how much money will be needed to rebuild the Pool House to meet current City standards, state building codes and state fire codes. The City received three bids that ranged from \$733,900 up to \$869,880 to rebuild the pool house. The Insurance Company has received a recommendation from Young and Associates to offer the City a settlement of \$563,181.

The City Engineer (Helt Engineering) has reviewed the offer and believes it to be fair. The only cost not included, is the expense the City paid to have a temporary trailer that was used over the summer for pool staff to be able to conduct normal pool activities. The cost for the temporary trailer was \$1250.91. We have requested this amount to be reimbursed.

The removal of the old pool building will be completed by City staff. The city engineer has submitted a preliminary estimate to construct a pre-fab metal Pool House Building.

The Finance Director has reviewed the staff report and finds the recommendations to be within the budget constraints of the Department.

RECOMMENDATION:

Staff recommends approving the offer from McLarens Global Claims Service for the amount of \$563,181.

FISCAL IMPACT:

\$558,319 Preliminary Engineering Cost Estimate

ENVIRONMENTAL ACTION:

N/A

ATTACHMENTS:

Preliminary Engineer's Cost Estimate

CB1.

PRELIMINARY ENGINEER'S COST ESTIMATE
CITY OF CALIFORNIA CITY
COMMUNITY POOL PRE-FAB METAL BUILDING

	UNIT OF MEASURE	EST. QNTY.	PRICE PER UNIT	TOTAL
Site Improvements				
Site Grading	LS	1	\$ 8,000	\$ 8,000
New Sidewalks	SF	600	\$ 8	\$ 4,800
Site Utilities Reconnection	LS	1	\$ 8,000	\$ 8,000
Building/Site Signage	LS	1	\$ 1,000	\$ 1,000
Storm Water Soil Loss Prevention Plan	LS	1	\$ 1,500	\$ 1,500
Structural Systems & Building Envelope				
Building Slab, Foundation System	SF	2500	\$ 12	\$ 30,000
Premanufactured Metal Building	SF	2500	\$ 20	\$ 50,000
Windows & Frames by Metal Building Mfr.	LS	0	\$ -	\$ -
Exterior Doors, Frames, Hardware By Metal Building	LS	0	\$ -	\$ -
Exterior Paint	LS	1	\$ 2,500	\$ 2,500
Insulation	SF	2500	\$ 1	\$ 2,500
Mechanical, Electrical, & Plumbing Systems				
Provide/Install Toilet Fixtures	EA	6	\$ 4,000	\$ 24,000
Provide/Install Lavatory Fixtures	EA	4	\$ 3,800	\$ 15,200
Provide/Install Urinals Fixture	EA	2	\$ 3,800	\$ 7,600
Provide/Install Service Sink Fixture	EA	1	\$ 3,500	\$ 3,500
Provide/Install Janitorial Sink Fixture	EA	1	\$ 4,500	\$ 4,500
Provide/Install Shower Enclosure Fixture	EA	6	\$ 4,500	\$ 27,000
ADA Drinking Fountain	EA	1	\$ 4,500	\$ 4,500
Provide/Install HVAC	LS	1	\$ 25,000	\$ 25,000
Electrical Power with New Transformer	LS	1	\$ 30,000	\$ 30,000
Electrical Lighting System	LS	1	\$ 40,000	\$ 40,000
Data & Communications	LS	1	\$ 2,500	\$ 2,500
Interior Elements				
Rough Wood Framing/Interior Walls	SF	2400	\$ 18	\$ 43,200
Drywall Finish	SF	2400	\$ 15	\$ 36,000
Interior Paint	SF	2400	\$ 4	\$ 8,400
Floor/Wall Porcelain Tile for Restrooms	SF	850	\$ 26	\$ 22,100
Flooring- VCT	SF	1550	\$ 6	\$ 9,300
Interior Doors, Frames, and Hardware	EA	7	\$ 2,250	\$ 15,750
Restroom Accessories	EA	20	\$ 250	\$ 5,000
Baby Changing Station	EA	2	\$ 850	\$ 1,700
Restroom Partitions	LS	1	\$ 8,000	\$ 8,000
Ticket Room Casework	LS	1	\$ 15,500	\$ 15,500
Subtotal Construction Cost				\$ 457,050
Contingency 10%				\$ 45,705
Environmental				\$ 2,500
Preliminary Engineering (8%)				\$ 36,564
Foundation Plan and Calculations				\$ 5,000
Geotechnical Engineering				\$ 6,000
Construction Staking				\$ 3,000
Printing, Bidding and Advertising				\$ 2,500
*Total Estimated Project Cost				\$ 558,319

Notes:

Prevailing wages costs
Preliminary Engineering includes architectural, mechanical,
Plumbing, and electrical engineering costs.
Construction Management by City

Update: 10/21/15 by Miguel Pantoja (HEI)

City Council

Meeting Date: October 27th, 2015

TO: Mayor and Council

FROM: Fire Chief Armstrong

Subject: Fire Department OHV Incident billing

Background:

The Fire Department has a contract with Fire Recovery USA that was approved in 2010. The service has been used for cost recovery on major incidents such as vehicle extrications, hazardous materials incidents and Fire Investigation. The contract is such that any fee, the Fire Department is authorized to charge, can be billed by Fire Recovery USA.

The Fire Department has lost its OHV Grant funding for this year and I have been exploring ways to recover costs in an effort to not affect our budget with OHV incidents. I am proposing a *Fire Department OHV/Rescue Response Fee* of \$350 be added to the Department Fee schedule. Fire Departments around the State are starting to take advantage of opportunities in EMS First Responder billing and rates are being collected from \$150- \$350. With California City Fire Rescue being an ALS Department and with the long and off-road response required for these calls; I am recommending \$350. This is to cover search and rescue incidents and medicals aid incidents run on non-residents and those in the OHV riding area.

Most private insurance companies are already paying Fire Responder fees and with a high volume of insured visiting the City, the collection rate could be greater than the average 35%.

This revenue is proposed to off-set the cost of EMS supplies and any additionally staffing needed in the City on busy OHV seasons. The Fire Chief would have to evaluate the revenue and come back to Council with a budget amendment to allocate. Projections show an expected 35% collection rate. An estimated 60 calls per season could bring in \$7,350.00 minus Fire Recovery USA's fees.

Attached: Fire Department Fee Schedule, Fire Recovery USA's contract with the City

Recommendation: Council approves the OHV rescue cost recovery rate of \$350 and authorized the Fire Chief to add this to the Department Fee schedule. In addition, the services of Fire Recovery USA will be used for billing.

Also, seek input from Council as to whether they would like to see more information on First Responder Billing on all EMS calls in a subsequent staff report.

Fiscal Impact: potential revenue as listed

Environmental Impact: None Date prepared: 10/20/15 By: Chief J Armstrong

NB1



CALIFORNIA CITY FIRE DEPARTMENT



Jeff Armstrong
Fire Chief

FIRE DEPARTMENT FEES AND COST RECOVERY RATES Effective July 1, 2014

Administration:

Burn Permit	No cost
Initial Fire Inspection:	\$90.00
Annual Fire Inspection / re-inspection	\$45.00
Self Inspection:	No Cost
Fire/Incident Report:	\$10.00 (victim) \$45.00 (others)
Arson Case Report (subject to actual costs)	\$300.00
Witness testimony	\$73.00/hr
*Construction, Conditional use and Special Operations Permit:	\$50.00
*Permits involving Hazardous Materials or pyrotechnics:	\$100.00
<i>*Above permits include 1 site visit. Additional visits required are subject to re-inspect fees</i>	
Fire Works Booth Permit:	\$150.00
Plan Review – One hour minimum	\$50.00/hr

Emergency Operations & Standby basic charges (plus materials):

Vehicle Fire:	\$605.00
Auto Extrication:	\$1,700.00
Air Ambulance Transport:	\$2,200.00
Hazardous Materials response:	\$2,400.00
Hazardous Materials Team Response:	\$5,700.00
Fire Investigation:	\$275.00 /hr
Witness fees:	\$75.00/hr
Fire Engine:	\$400.00/hr
Brush Patrol:	\$300.00/hr
Water Tender:	\$300.00/hr
Squad:	\$300.00/hr
Command Vehicle/Utility:	\$300.00/hr
Chief Officer:	\$275.00/hr
FSO (Fire Safety Officer)	\$175.00/hr
Firefighter	\$73.00/hr

**** (Any operation not captured in this fee schedule is subject to actual cost recovery of vehicle and personnel)**

CONSULTANT AGREEMENT

As of May 18, 2010, the city of California City, hereinafter called "Agency," and Fire Recovery USA, hereinafter called "Consultant," agree as follows:

1. Purpose.

Under this Agreement, Consultant shall provide bill collection services.

2. Services.

The Consultant shall, in good workmanlike and professional manner, furnish the technical, administrative, professional and other labor, supplies and materials, equipment, printing, vehicles, transportation, office space and facilities necessary to perform and complete the work and provide the services as set forth in Exhibit "A" of this Agreement.

3. Consideration.

(a) The Agency shall compensate Consultant as percentage of the total dollars collected by the Consultant, as more fully described on Exhibit "B."

4. Term.

This Agreement shall commence on the date above written, and shall continue until completion of the services described above. Either party may terminate this agreement on thirty (30) days' written notice. If this contract is terminated by Agency without cause, Agency shall pay Consultant for work performed prior to the date the notice of termination is received by contractor. If the contract is terminated by Consultant without cause, Consultant shall reimburse Agency for additional costs to be incurred by Agency in obtaining the work from another consultant.

5. Ownership of Data, Reports, and Documents.

The Consultant shall deliver to Agency on demand or completion of the project, notes of surveys made, reports of tests made, studies, reports, plans, and other materials and documents which shall be the property of the Agency. If the Agency uses any of the data, reports, and documents furnished or prepared by the Consultant for projects other than the project shown on Exhibit "A," the Consultant shall be released from responsibility to third parties concerning the use of the data, reports, and documents. The Consultant may retain copies of the materials. The Agency may use or reuse the materials prepared by Consultant without additional compensation to Consultant.

6. Subcontracts.

The Consultant shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the Agency. Except

as otherwise specifically approved by Agency, Consultant shall include appropriate provisions of this Agreement in subcontracts so rights conferred to Agency by this Agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied or created between Agency and any subcontractor with respect to services under this Agreement.

7. Independent Contractor.

The Consultant is an independent contractor, and not an employee of Agency.

8. Indemnification.

Consultant shall defend, indemnify, and hold harmless Agency, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act or omission to act, including any negligent act or omission to act by Consultant or Consultant's officers, employees, or agents. Consultant's duty to indemnify and defend does not extend to the damages or liability caused by the agency's sole negligence, active negligence, or willful misconduct.

9. Insurance.

(a) Consultant shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the Consultant, officers, agents, employees, or volunteers.

(b) Consultant shall provide the following coverages:

(1) Commercial general liability insurance written on an occurrence basis in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The insurance policy shall be amended to provide the general aggregate limit shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.

(2) Business automobile liability insurance insuring all owned, non-owned and hired automobiles, in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California with the statutory limits required by the Labor Code and Employers Liability for \$1,000,000 per accident for bodily injury or disease. Consultant and subcontractors shall cover or insure their employees working on or about the site, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

(4) Professional liability insurance covering loss resulting from errors or omissions of Consultant with a liability limit of at least \$1,000,000 per occurrence.

(c) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(1) Commercial general liability and automobile liability:

(i) Agency and its board members, officers, employees, agents and volunteers are added as insureds.

(ii) Consultant's insurance shall be primary insurance as respects the Agency, its board members, officers, employees, agents and volunteers and any insurance or self-insurance maintained by Agency shall be in excess of Consultant's insurance and shall not contribute to it.

(iii) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to Agency, its board members, officers, employees, agents and volunteers.

(iv) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against Agency, its board members, officers, employees, agents and volunteers, for any claims arising out of the work of Consultant.

(v) The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to Agency under such policies. Consultant shall be solely responsible for deductible and/or self-insured retention and Agency, at its option, may require Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of Agency.

(vi) Prior to start of work under this Agreement, Consultant shall file with Agency evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an certificate of insurance signed by an authorized representative of the insurer(s). A copy of certificate shall be filed with the Agency. Should the required coverage be furnished under more than one policy of insurance, Consultant may submit as many certificates of insurance as needed to provide the required amounts. If the Certificate furnished by Consultant does not adequately verify the required coverage, Agency has the right to require Consultant to provide copies of the specific endorsements or policy provisions actually providing the required coverage. The Agency reserves the right to require certified complete copies of any insurance coverage required by this Agreement, but the receipt of such policy or policies shall not confer responsibility upon the Agency as to sufficiency of coverage.

(2) Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be canceled or otherwise terminated by the insurer or the Consultant or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency, Attention: Office Manager.

(d) Insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the Agency as to the use of such insurer.

(e) Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Consultant shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by Agency.

10. Miscellaneous.

(a) Copies of documents such as tracings, plans, specifications, and maps prepared or obtained under the terms of this agreement shall be delivered to and become the property of Agency. These documents are instruments of service for this project only and are not intended or authorized for other use by Agency or third parties.

Basic survey notes, sketches, charts, and computations shall be made available upon request to the owner without restrictions or limitations to their use. If the above-mentioned documents are reused by Agency, revisions will be indicated and Consultant will be released and held harmless of liabilities by Agency.

(b) Consultant shall not be responsible for the acts of omissions of any Contractor, any sub-contractor, or any of the Contractor's or sub-contractor's agents or employees or any other persons (except his own employees and agents) at the project site or otherwise performing any of the work of the project, except insofar as such acts or omissions were or should have been observed and reported by an experienced and qualified design professional or by the full-time Resident Project Representation. The Contractor is solely responsible for constructions, means, methods, materials, techniques, sequences, and safety at the site.

(c) Neither party hereto shall assign, sublet or transfer interests hereunder without first obtaining written consent from the other party.

(d) The waiver by either party of any breach of this agreement shall not bar the other party from enforcing any subsequent breach thereof.

(e) Notices shall be deemed received when deposited in the U. S. Mail with postage prepaid and registered or certified addressed as follows unless advising in writing to the contrary:

City of California City
ATTN: Tom Weil, City Manager
21000 Hacienda Blvd
California City, CA 93505

CONSULTANT
Fire Recovery USA, LLC
219 Vernon Street
Roseville, CA 95678
Attention: Mike Rivera

with a copy to:
The Watkins Firm, APC
4520 Executive Drive, Suite 105
San Diego, California 92121
Attention: Chris Popov, Esq.

(f) If an action at law or in equity is brought to enforce this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

11. Integration.

This Agreement represents the entire understanding of Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

12. Governing Law.

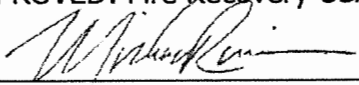
This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

APPROVED: City of California City

Larry Adams, Mayor

APPROVED: Fire Recovery USA



By: Michael Rivera, Chief Bus. Dev. Officer

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

SCHEDULE A

LIST OF CONSULTANT SERVICES

1. Consultant agrees to bill the responsible party on the Agency's behalf for services provided/rendered.
2. Consultant agrees to bill to the best of its ability all claims provided to Consultant by the Agency.
4. Consultant will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Agency.
5. Consultant agrees to make available, reports via a password protected website to the Agency which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
6. Consultant will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Consultant by the Agency on the Run Sheets.

SCHEDULE B

CONSIDERATION

1. Consultant agrees to reimburse Agency for a portion of the monies collected at a rate of 83% of the total monies collected on the Agency's claims for the first six (6) months.

Every six (6) months Consultant agrees to provide Agency with an audit of its collection percentage from the preceding six (6) months. If the preceding six (6) months collection percentage is more than 65%, then Consultant will be entitled to retain an addition 3% per month on monies collected until the next six (6) month audit.

If a six (6) month audit shows the collection percentage drops below 65%, then Consultant will reimburse Agency a the original rate of 83% for the following six (6) months.

The collection percentage will be based on "billable runs", defined as runs where the at-fault billable individual is a non-resident and has insurance coverage.

2. Consultant agrees to pay these monies collected to the Agency on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.

City Council

Meeting Date: October 27th, 2015

TO: Mayor and Council

FROM: Fire Chief Armstrong

Subject: California Incident Command Certification System (red cards); Fire Department Adoption of Standards.

Background:

The California Incident Command Certification System (CICCS) is a cooperative effort between the State Fire Marshal's Office and the California Governor's Office of Emergency Services, Fire and Rescue Branch. State Fire Training is a SFMO responsibility, while the movement of fire service resources throughout the state during times of emergency is the responsibility of Cal OES Fire and Rescue through the California Fire and Rescue Service Emergency Mutual Aid Plan.

Firefighters across the Country, who participate in Wildland firefighting, are issued Incident Qualification Cards for their current rank and every other position they are qualified for. These cards are often called "Red Cards". There are 2 systems for qualification; the Federal System administered by the National Wildfire Coordinating Group (NWCG) and the State System, California Incident Command Certification System (CICCS). While both programs worked to initially ensure training and experience of Wildland firefighters the program has spread across municipal Departments and are now required on Major Wildland Fires in the State and Nation. Much like NFPA (National Fire Protection Association) the CICCS guide gives us an adopted standard for our personnel as applied to their training and experience. Ensuring compliance with this program ensures we meet the State Standards, are receiving the same training as other Departments and reduces the liability on the Fire Chief and City.

Physical fitness is a large component of the Firefighters Qualification. The Federal Standard defines what's called a pack test, while the State refers back to Department Standards. Many Departments who have adopted CICCS still use the Pack Test as their physical standard for Red Cards. This creates a tiered system; any physical standards the Department has for being an employee and physical standards for those allowed to go on strike team.

When I started at the City, there were no standards for issuing red cards. I introduced the process to the firefighters and was met with some resistance. Mainly due to the program being new and our participation in strike teams being limited prior to my arrival. I reached out to the County Fire Department and was given some information on how they managed their program. While I adopted a similar process we initially only qualified 2/3 of the Department.

NB2

The MOU (approved in April 2014) now allows for a bonus paid to those members who go on strike team assignments. Strike Teams are still a voluntary assignment; however we are moving toward 100% compliance in the Department for red-cards. It is my interpretation of the MOU that issuing a red card does not constitute the bonus, but rather this is only for staff that goes out on strike teams.

What we need to still address is a physical standard. Since the Department fights Wildland fires in the City and County; I am proposing that all staff be qualified under CICCIS and only those members who wish to participate in Strike Teams must complete the pack test as described in the attached draft policy. The attached draft policy identifies the physical fitness levels associated with positions in the CICCIS Guide.

Recommendation:

City Council approves the Attached Fire Department Policies 631 & 1044 and authorizes the Fire Chief to adopt CICCIS as its Standard Incident Qualification. (Current 2014 version and all subsequent versions)

Fiscal Impact: Administration of the Program: none / possible cost for 3rd party testing.

Environmental Impact: None

Date prepared: 10/20/15

By: Chief *J Armstrong*

Incident Qualification Cards / Red Cards

631.1 POLICY

In an effort to be compliant with the California Incident Command Certification System (CICCS), the Fire Department shall issue its Firefighters (line safety positions) Incident Qualification Cards annually (often called Red Cards), for the positions they are qualified. The CICCS Qualification Guide shall be used for qualification of staff members. The Department will monitor changes in CICCS recommendations and ensure new requirements are addressed.

631.2 PROCESS

Since the Department responds into the Wildland Urban Interface under Automatic and Mutual aid, the Department shall issue its firefighters Red Cards for thier current rank / position in the Department.

Additional requested positions such as, out-of-class (acting), Single Resrouce and Overhead will require a CICCS Application and is subject to peer review as per CICCS.

New cards will be issued annually with the members previous positions, if still qualified, and any new qualifications.

If an Incident Qualification is reached mid-year, the Fire Chief at his/her discretion may re-issue a red card with the new position.

Once a firefighter is qualified for a position, they remain qualfied the following year and are not required to reapply, unless recertification is required.

CICCS shall be followed for recertification, decertification and disqualification.

631.3 CICCS QUALIFICATION GUIDE

The Fire Department adopts the CICCS Qualification Guide in its entirety. The Guide is published online and the 2014 version can be found here:

<http://www.caloes.ca.gov/FireRescueSite/Documents/2014%20CICCS%20Qualification%20Guide%20FULL.pdf>

New versions, approved and adopted at a State level, shall be immediately adpoted by the Department. the above link may not reflect the latest version. Please check Cal OES website for more information.

Physical Fitness

1044.1 PURPOSE AND SCOPE

The purpose of this policy is to provide firefighters with on-duty physical fitness guidelines. The Department provides on-duty time for firefighter physical fitness to assist personnel in achieving and maintaining optimal health and physical fitness.

1044.2 POLICY

It is the policy of the California City Fire Department to establish guidelines for physical fitness activities that are designed to prevent injuries while maintaining fitness. The ultimate goals of this policy are to:

- Meet the physical demands required on emergency responses.
- Reduce the risk of member injury or illness.
- Enhance the overall health, fitness and safety of members.

Physical fitness activities should not interfere with primary job duties, (e.g., emergency responses, public education, training activities or other legal responsibilities), nor should physical fitness activities delay an emergency response in any way.

The Department retains the right to prohibit any physical fitness activity which, in its sole discretion, presents greater risks than benefits.

1044.3 PROCEDURE

The time, location and duration of company physical fitness activities are at the discretion of the on-duty Captain and the company officer. In all cases, the location for physical fitness must be within the company's first-in response area, be consistent with this policy and not result in a response delay.

All Fire Operations members should be allowed to participate in physical fitness activities during the course of their shift. Members who choose not to participate in physical fitness activities shall conduct duties as assigned by the company officer during the designated physical fitness period. Members who have provided the Department with written physical restrictions from a qualified health care provider shall not participate in any physical activity that conflicts with the restriction.

Members participating in on-duty physical fitness activities shall comply with the Uniform Regulations Policy.

At the discretion of the Department, one or more of the following may apply:

(a) Station physical fitness equipment

1. Physical fitness equipment is available for the use of members at fire stations with adequate space. Members assigned to these stations should utilize the fitness equipment for their on-duty physical fitness activities.

California City Fire Department

Physical Fitness

(b) Fitness club membership

1. Members assigned to fire stations that are not equipped with physical fitness equipment may be provided, at the department's discretion, with fitness club memberships for on-duty physical fitness activities.

1044.4 PHYSICAL FITNESS GUIDELINES

Physical fitness activities designed to maintain or improve flexibility, muscular strength, endurance and anaerobic and aerobic capacity may include, but are not limited to, the following:

- Stretching
- Running, jogging, walking or rowing
- Weight training (with spotter present)
- Stationary aerobic training (e.g., stair-climber, treadmill, stationary bicycle)
- Core strengthening
- Firefighter specific activities (e.g., hose drag, simulated ventilation, dummy drag)
- Physical fitness activities as recommended by the Department Wellness and Fitness Program and/or peer fitness trainers (PFTs)

Member participation in competitive or contact sports is not recommended while on-duty.

1044.5 INJURY PREVENTION

When participating in approved on-duty physical fitness activities, reasonable precautions should be taken to avoid injury. Common reasons for injuries sustained during physical activity include, but are not limited to, the following:

- Insufficient warm-up
- Poor core stabilization
- Exceeding physical capabilities
- Improper equipment use
- Defective equipment
- Lack of proper instruction

Members who are participating in physical fitness activities are expected to:

- Allow sufficient time to warm up muscles prior to engaging in exercise for optimum performance and to reduce the risk of injury.
- Develop sufficient trunk muscle strength to keep the spine and body stable in order to remain strong and balanced.
- Maintain realistic goals and limits for physical fitness routines.

California City Fire Department

Physical Fitness

- Develop an understanding of how to use fitness equipment properly and safely.
- Check equipment prior to use to ensure safe operation, report defective or broken equipment to the safety officer as soon as practicable and disable equipment to prevent others from using it if necessary.
- Develop and maintain sufficient fitness training knowledge, accounting for fitness level, age and previous injuries or limitations, to avoid fitness-related injuries.

1044.6 ANNUAL PACK TEST

For members wishing to participate in Cal OES Out-of-County assignments (Strike Teams) the Department requires a "pack test" for qualification to be placed on the Department strike team list.

A pack test is a physical fitness evaluation designed to test and prepare the Firefighter for the expected conditions on the Fireline. It consists of a hike on a designated route, with a designated time and while wearing designated added weight or often wildland hose pack. (dependant on physical fitness level)

In accordance with CICCIS there are 4 levels of Health and Fitness. CICCIS does not define the requirements of these physical levels, rather refers to Department Physical Fitness Standards. This policy will serve as the Department physical fitness Standard for Strike Teams.

Those fitness levels are listed along with the associated pack test duration and time listed. Refer to CICCIS for physical standards of the individual position.

1. Arduous

Three (3) mile walk/hike on flat ground, hard surface with 45lbs of additional weight completed in under 45 minutes.

a. All Engine based assignments are Arduous.

2. Moderate

Two (2) mile walk/hike, flat ground, hard surface, 25 lbs of weight on personnel and thirty (30) minutes to complete

3. Light

One (1) mile walk/hike, flat ground, hard surface, no additional weight and Sixteen (16) minutes to complete.

4. None required

California City Fire Department

Physical Fitness

A. The test should be performed in athletic attire and not in the heat of the day.

B. Pack tests should be completed prior to April 1 of each year in order to allow for CICC application processing.

C. The Department will utilize a Fire Service professional from another Agency to Certify the Pack Test. Written documentation of passing / failing will be submitted to the Chief from this Individual for consideration of placement on the Out of County / Strike Team List.

- Peer Review Committees shall review individual certification and address de-certification for anyone they have reviewed for certification.
- Individuals recommended for de-certification, who have been relieved from an assignment, shall not be reassigned to any other incident until the Peer Review Committee approves.

Recertification

The evaluation of an individual's competency is key to re-certification where qualifications have expired. If currency has lapsed, the individual shall revert to the trainee level, be issued a PTB for the position, complete on-the-job-training if needed, and re-qualify in a position performance assignment. By returning to the trainee level, the person re-certifying is introduced to new technology that assists with recalling position duties and responsibilities.

Physical Fitness

Personnel must meet established physical health and fitness demands for the specific ICS position to which they are assigned. Physical health and fitness criteria are established by individual departments/agencies. Once an individual meets the department/agency's criteria for the specific position, it is deemed that the individual meets the health and fitness levels as outlined by CICCIS.

In an effort to ensure individual safety, CICCIS recommends that all agencies consider the following health and fitness components:

- Baseline medical evaluations.
- A comprehensive wellness and fitness program.
- An evaluation to determine that an individual can meet the physical demands of the position for which they are being qualified.

CICCIS identifies four (4) levels of health and fitness required for position qualification. The health and fitness levels are defined as:

Arduous

Duties involve fieldwork requiring physical performance calling for above-average endurance and superior conditioning. These duties may include an occasional demand for extraordinarily strenuous activities in emergencies under adverse environmental conditions and over extended periods of time. Requirements include running, walking,

climbing, jumping, twisting, bending, and lifting more than 50 pounds; the pace of work typically is set by the emergency situation.

Moderate

Duties involve fieldwork requiring complete control of all physical faculties and may include considerable walking over irregular ground, standing for long periods of time, lifting 25 to 50 pounds, climbing, bending, stooping, squatting, twisting and reaching. Occasional demands may be required for moderately strenuous activities in emergencies over long periods of time. Individuals usually set their own work pace.

Light

Duties mainly involve office type work with occasional field activity characterized by light physical exertion requiring basic good health. Activities may include climbing stairs, standing, operating a vehicle, and long hours of work, as well as some bending, stooping, or light lifting. Individuals can usually govern the extent and pace of their physical activity.

None Required

Positions that do not require a physical fitness level.

Incident Complexity

“Incident complexity” is a characterization used to describe the level of difficulty, severity, or overall resistance that incident management personnel face while trying to manage an incident to a successful conclusion or to manage one type of incident compared to another type. Determining “incident complexity” is a subjective process based on examining a combination of indicators or factors. Common indicators may include the area (location) involved; threat to life, environment, and property; political sensitivity; organizational complexity; jurisdictional boundaries; values at risk, and; weather. Most indicators are common to all incidents, but some may be unique to a particular type of incident.

The complexity numbering scale of one to five “incident types”, the most serious or complex incident is labeled with a number one (1) and the least complex incident is labeled with a number five (5).

The person responsible for determining incident complexity should analyze the general span of control indicators specific to the actual or potential incident. This person will need to make a determination about what indicators the incident displays at a given time. Every indicator shown in the chart for a complexity level does not need to be present for that particular incident or complexity level to be selected.

An incident’s complexity can change. A Type 3 incident may be reduced to a Type 5 as the incident is managed, or it might also grow, or be forecasted to grow, to become a more complex incident. After-shocks, for instance, may add more complexity to an earthquake event, which initially indicated a Type 3 incident response. Incident managers will continuously review all indicators to ensure that the incident can be



Fire Marshal

[illegible]

1. Certification as a Paramedic.

ARTICLE XXI
PROFESSIONAL EDUCATION

- A. Off-Duty Education: The City shall reimburse employees one hundred percent (100%) of tuition and shall pay one hundred (100%) of the cost of books required while attending school. Employees who receive reimbursement pursuant to this provision shall provide one calendar year of service following completion of the respective degree/certificate or shall reimburse the City the full amount of the textbook and tuition payments.
- B. On-Duty Education: The City agrees to permit all personnel, including probationary firefighters, to participate in professional education. The City further agrees that attendance at education courses attended to satisfy City, County, State and Federal requirements shall be deemed on-duty time and the City shall pay for registration and fees as well as mileage, meals, and lodging to attend classes.
- C. The City agrees to pay California State Firefighters Association dues on behalf of regular and reserve firefighters.

ARTICLE XXII
RED CARD BONUS

" Those members who annually qualify for the Red Card utilizing the criteria for which are established by the State will be entitled to a \$3,500 dollar Red Card Bonus. The bonus will be paid at the end of the calendar year following qualification provided that the member responded to all wild fire deployments assigned to him or her under the Red Card program, unless the failure to respond was due to verified circumstances such as illness or injury of the member, family emergency, etc. The bonus will sunset with the end of the three year MOU, subject to extension into the term of the successor MOU by mutual accord.

ARTILCE XXIII
CRITICAL INCIDENT DEBRIEFING

The City will institute a critical incident debriefing program through a mutually agreeable counseling service, at City expense. Employee Assistance Program has been established through Optum Services.

CITY COUNCIL

October 27, 2015

TO: Mayor and City Council

FROM: Craig Platt, Public Works Director

SUBJECT: Carpet Replacement – Council Chambers and City Hall Lobby

Background

Staff is requesting to replace the carpet in the Council Chambers and the lobby.

Carpet tiles are being recommended as they are easier to replace if an area becomes damaged and or soiled.

Quotes were requested from the following:

Metro Floors – no response

Home Depot – charge for quote & measurements

Moses Carpet – Quote attached

Empire – does not service our area

One quote was received from Moses Master Carpet in the amount of \$7,490.23.

The quote includes removal and disposal of existing carpet and installation of new carpet tiles.

These funds were budgeted in Fiscal Year 15/16, line item 10-4161-720, Facilities Maintenance, Building Improvements.

Recommendation

Approve Moses Master Carpet to remove existing carpet and replace the carpet in the Council Chambers and Lobby area of City Hall, with carpet tiles, style “so intrigued” as presented, in the amount of \$7,490.23 using fund 10-4161-270.

Fiscal Impact

\$7490.23 – budget line item 10-4161-720 (Facilities - improvements – buildings)

Attached

Quote from Moses Master Carpet



**MOSES
MASTER
CARPET**

CL# 750346

110 E. Tehachapi Blvd., Tehachapi, CA 93561

OFFICE 661-822-6959 FAX 661-822-1090

OCTOBER 15, 2015

CALIFORNIA CITY CITY HALL
21000 HACIENDA BLVD.
CALIFORNIA CITY, CA 93505
1-760-373-7191, FAX: 1-760-373-7857

ATTENTION: JAN

PROPOSAL

JOB SITE: 21000 HACIENDA BLVD., CALIFORNIA CITY, CA 93505

INSTALL NEW COMMERCIAL CARPET TILES IN COUNCIL
CHAMBERS, AND CITY HALL LOBBY, 232 SQ. YDS.,
CUSTOMER TO CHOOSE FROM BRILLIANTLY AMAZED,
COLOR: STATEMENT MAKER, AND TOTAL VISUAL,
COLOR: SO INTRIGUED -----\$7,467.03
(PRICE INCLUDING TAX)

CALIFORNIA CARPET ASSESSMENT LAW @ \$0.10 PER
SQ. YD. -----\$23.20

THANK YOU FOR CONSIDERING **MOSES/MASTER CARPET** FOR ALL YOUR
FLOORING NEEDS!

CITY COUNCIL
Meeting Date: October 27, 2015

TO: Mayor and City Council
FROM: City Clerk, Denise Hilliker
SUBJECT: The City's 50th Anniversary Celebration

BACKGROUND

Throughout the year California City has been celebrating its upcoming 50th Anniversary. Many events have been held by different local organizations. On December 10, 2015 City Hall is hosting California City's 50th year of being incorporated. Plans are being made, with invitations already going out to our local state and county representatives, nearby city mayors, past mayors, council members, public safety officials, as well as long term residents past and present. Also planned is the opening of the time capsule planted in December 1985 and possibly replacing it with new memorabilia, depending on its current condition.

RECOMMENDATION

Staffs goal is to host a classy and memorable event, while being mindful of its costs. Staff is recommending that the city council approve additional expenditures, not to exceed a total of \$3000.00 for the 50th Anniversary Celebration to be held at city hall on December 10, 2015.

SOURCE OF FUNDING

To date staff has incurred the following expenses:

Invitations:	\$239.18
Decorations, including table cloths and vases	\$345.16
Total Expenses (10-4546-740)	\$584.34

Additional funding from Council Special Projects 10-4546-740, not to exceed a total of \$3,000.00

ENVIRONMENTAL ACTION: N/A

NB 4.

